Commissioners Court May 12, 2020
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS
publiccomments@co.hays.tx.us

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 **12th day of May 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	5	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. **BECERRA**
2	6-7	Adopt a Proclamation declaring May 6-12, 2020 as National Nurses Week. **INGALSBE/T.CRUMLEY**
3	8-9	Adopt a Proclamation declaring May 10-16, 2020 as Police Week and May 15, 2020 as Peace Officers Memorial Day. **SMITH**
4	10	Presentation on the 2020 Census by Jessica Mejia, Hays County Census Coordinator, and announcement of the Census Art Contest winners of "Because I Count/Porque Yo Cuento". **BECERRA/MEJIA**

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.

5	11	Approve payments of County invoices. **VILLARREAL-ALONZO**
6	12	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
7	13-22	Approve Commissioners Court Minutes of April 28, 2020 and May 1, 2020. **BECERRA/CARDENAS**
8	23	Approve the payment of the May 15, 2020 payroll disbursements in an amount not to exceed $2,955,000.00 effective May 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
9	24-29	Authorize the execution of an amendment with the Department of State Health Services (DSHS) for the FY2020 COVID-19 Crisis CoAg Grant in the amount of $154,794.00 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
10	30-32	Authorize Countywide Operations and Personal Health to purchase an Advance Ozogation/Hydroxyl Misting System to be used for building sanitation in the amount of $38,500.00 with 50% ($19,250.00) payment in advance and the remaining 50% payable upon receipt. **BECERRA/T.CRUMLEY**
11	33	Authorize On-Site Sewage Facility Permit for a wedding/event center at 10700 Signal Hill Road, Austin, Texas 78737. **SMITH/STRICKLAND**
12	34-35	Approve and confirm the appointment of Rodolfo Estrada, as a Reserve Deputy Constable, in the office of Hays County Constable Precinct 2, effective May 5, 2020. **JONES/TORRES**
13	36	Authorize the Sheriff's Office to accept a donation to the Crime Victim Services Program and amend the budget accordingly. **INGALSBE/CUTLER**
14	37	Approve out of state travel for Detective Nelson Wray to attend the Mac Forensics Training Course on September 14-25, 2020 in Hoover, Alabama. **INGALSBE/CUTLER**
15	38	Authorize On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses (Buildings 500E & 500I) at 500 Harmon Hills Cove, Dripping Springs, TX 78620. **SMITH/STRICKLAND**
16	39	Authorize On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses (Buildings 510A & 500D) at 500 Harmon Hills Cove, Dripping Springs, TX 78620. **SMITH/STRICKLAND**

17	40	Authorize On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses (Buildings 510B & 500J) at 500 Harmon Hills Cove, Dripping Springs, TX 78620. **SMITH/STRICKLAND**
18	41	Authorize On-Site Sewage Facility Permit for an equipment barn and dog kennel for a private bird hunting club located at 24601 Hamilton Pool Rd, Dripping Springs, TX. **SMITH/STRICKLAND**
19	42-58	Approve Utility Permits. **BECERRA/BORCHERDING**
20	59-64	Authorize the Justice of the Peace Pct. 2 Office to purchase one replacement Dell Latitude 5400 Laptop valued at $1,050.16 utilizing the Justice Court Technology Fund and amend the budget accordingly. **JONES/B.SMITH**
21	65-68	Adopt a resolution and ratify the submission of a renewal grant application to the Texas Indigent Defense Commission for the Indigent Defense Coordinator grant project in the amount of $77,292 where the County will provide a cash match of 33% being $25,761. **SHELL/T.CRUMLEY**
22	69-75	Authorize the acceptance of a revised grant award from the Texas Indigent Defense Commission (TIDC) for the Indigent Defense Coordinator Program adding an additional amount of $6,105.00 totaling $67,446.00 and amend the budget accordingly. **SHELL/T.CRUMLEY**
23	76-77	Approve a three (3) month contract extension with SI Mechanical, LLC related to IFB 2017-B06 for Air Conditioning & Heating Services for a period not to exceed August 31, 2020. **SMITH/T.CRUMLEY**
24	78	Authorize On-Site Sewage Facility Permit for 2 mechanic shops, a welding shop, and a tire shop located at 15095 Camino Real, Kyle, Texas 78640. **JONES/STRICKLAND**
25	79-86	Authorize the County Judge to execute Change Order #1 to the Professional Services Agreement between Hays County and LJA Engineering related to right of way coordination services along Cotton Gin Road in Precinct 2 executed on or about December 10, 2019. **JONES**
26	87-89	Approval of request made by Maria Clapp for refund of penalties and interest on her 2019 property tax payment, citing Section 33.011(k) of the Texas Property Tax Code. **BECERRA/INGALSBE/O'KANE**
27	90-96	Approval of request made by Victoria Wong for refund of penalties and interest on her 2019 property tax payments, citing Section 33.011(j) of the Texas Property Tax Code. **BECERRA/SMITH/O'KANE**

ACTION ITEMS

ROADS

28	97	Discussion and possible action to select Binkley & Barfield Inc. to perform engineering design services for extension of a portion of CR266 and authorize staff and counsel to negotiate a contract. **INGALSBE/BORCHERDING**
29	98-100	Discussion and possible action to authorize the County Judge to execute Change Order No. 2 for a time extension to a Professional Services Agreement between Hays County and Klotz Associates, Inc. dba RPS to provide professional engineering and other design support services related to the FM 621 Safety Improvements Project as part of the 2016 Road Bond Program. **INGALSBE/BORCHERDING**
30	101-150	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and RPS Infrastructure, Inc. to provide professional engineering and other design support services related to the FM 621 Safety Improvements Project as part of the 2016 Road Bond Program and amend the budget accordingly. **INGALSBE/BORCHERDING**
31	151-153	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 for HNTB Corporation on the FM 2001 Realignment (Extension of White Wing Trail) West project as part of the 2016 Road Bond Program. **JONES/BORCHERDING**
32	154-194	Discussion and possible action to authorize the County Judge to execute a Contract between Hays County and HNTB Corporation to provide professional engineering and other design support services related to the FM 2001 Safety Improvements West (Sunbright) project as part of the 2016 Road Bond Program. **JONES/BORCHERDING**
33	195-246	Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 2 for American Structurepoint, Inc on the RM 3237 Safety Improvements project from RM 12 to RM 150 as part of the 2016 Road Bond Program. **SHELL/BORCHERDING**

SUBDIVISIONS

34	247-258	Discussion and possible action to consider granting a variance to Chapter 721.5.07(C) of the Hays County Development Regulations regarding the K-Bar-Mac Subdivision, Lot 2A-1, Replat. **SMITH/MACHACEK**
35	259-270	Discussion and possible action to grant a variance to Chapter 715.3.01(C) of the Hays County Development Regulations regarding the Key Ranch at the Polo Club, Lot B-1, Replat. **SMITH/MACHACEK**

MISCELLANEOUS

36	271-276	Discussion and possible action to accept the resignation of Bill Goodwin and the appointment of John Creveling to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"). **SMITH**
37	277-284	Discussion and possible action to execute a contract for film production related to Census Outreach. Census Complete Count Committee approved the use of up to $4,000 of Contract Services provided by the United Way for Greater Austin grant to film a "Count Me Now" PSA to be distributed on Social Media, streaming channels and other venues as they are secured. **BECERRA/INGALSBE/COLLINS**
38	285-287	Discussion and possible action to consider a countywide solution for the public to enter county facilities using a technology-based system. **BECERRA/RICHEY**
39	288-295	Discussion and possible action to execute a $1,844 Maintenance Agreement with NEMO-Q, Inc. for the County Clerk's Office related to the virtual customer queuing system as budgeted in the Records Management Fund. **BECERRA/CARDENAS**
40	296-306	Discussion and possible action authorizing the County Judge to execute an Interlocal Cooperative Agreement for Law Enforcement Services between Hays County, Hays County Constable for Precinct #4, the Hays County Water Control and Improvement District No. 1, and the Hays County Water Control and Improvement District No. 2. **SMITH/HOOD**
41	307-319	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County, the City of Dripping Springs, the Dripping Springs Independent School District, and the Dripping Springs Community Library District, related to planning and construction of the Town Center Project. **SMITH**
42	320-329	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Texas Water Trade, related to Hays County's financial application associated with the Clean Water State Revolving Fund. **SHELL**
43	330-389	Discussion and possible action to execute a Master Services and Purchasing Agreement with Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program. **JONES/SMITH**
44	390-707	Discussion and possible action on a Resolution approving a First Supplement to Indenture of Trust relating to the "Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project)", a First Amendment to Financing Agreement, and other matters in connection therewith; and providing an effective date. **SHELL**

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.

45	708	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding La Cima Public Improvement District. Possible action may follow in open Court. **SHELL**
46	709	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court. **SHELL**
47	710	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court. **SHELL**
48	711	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Countywide Operations. Possible discussion and/or action may follow in open Court. **SMITH**

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.

49	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA/RAVEN**
50	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
51	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**
52	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Maria Castanon, HNTB and Allen Crozier, HDR. Possible action may follow. **BECERRA**
53	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. **SHELL**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 8th day of May, 2020

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

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

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Information will be presented during Court.

AGENDA ITEM REQUEST FORM

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

Adopt a Proclamation declaring May 6-12, 2020 as National Nurses Week.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	May 12, 2020	none

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

See attached proclamation.

PROCLAMATION DECLARING
NATIONAL NURSES WEEK IN HAYS COUNTY
MAY 6TH – 12TH, 2020

WHEREAS, since President Reagan's National Proclamation of 1982, May 6th through May 12th has been observed as Nurses' Week, culminating on May 12th - the birthday of Florence Nightingale; and

WHEREAS, there are more than 1,900 registered nurses, 90 nurse practitioners, and 500 licensed vocational nurses in Hays county and 3.8 million registered nurses nationally that are not only the cornerstone of patient care, but are also leaders in improving the quality of care and seeking ways to continue increasing access to care; and

WHEREAS, the Texas Nurses Association is the voice for the nurses in this area. The association is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventative health care; and

WHEREAS, the Texas Nurses Association has supported the aim of the highest quality patient care since its founding in 1907 their mission is Empowering Texas Nurses to advance the profession; and

WHEREAS, the World Health Organization (WHO) has designated 2020 as the "Year of the Nurse and Midwife", in honor of the 200th birth anniversary of Florence Nightingale; and

WHEREAS, the depth and breadth of the nursing profession meet the different and emerging health care needs of the American population in a wide range of settings and the number one trusted profession eighteen years in a row; and

WHEREAS, nurses connect individual, team and organizational safety goals in all healthcare settings. The demand for nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services; and

WHEREAS, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of patients; and

WHEREAS, often described as an art and a science, embraces dedicated individuals with varied interests and strengths united in their passion and commitment to their patients and to improving the quality of health care; and

WHEREAS, every day, nurses in Hays County care compassionately for patients and families of all walks of life at their most vulnerable times, making our county a better, healthier place to live and work; and

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the 6th to the 12th of May 2020 as: **NATIONAL NURSES WEEK.**

ADOPTED THIS THE 12TH DAY OF MAY 2020

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Hays County Commissioner, Pct. 1

_____
Mark Jones
Hays County Commissioner, Pct. 2

_____
Lon A. Shell
Hays County Commissioner, Pct. 3

_____
Walt Smith
Hays County Commissioner, Pct. 4

ATTEST:

_____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation declaring May 10-16, 2020 as Police Week and May 15, 2020 as Peace Officers Memorial Day.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	May 12, 2020	none

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

See attached proclamation.

PROCLAMATION FOR
POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of law enforcement agencies of Hays County play an essential role in safeguarding the rights and freedoms of the citizens of Hays County; and

WHEREAS, the law enforcement agencies of Hays County unceasingly provide a vital public service; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their law enforcement agencies, and that members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, since the first known line-of-duty death in 1791, 24,200 law enforcement officers have made the ultimate sacrifice and have been killed in the line of duty; and

WHEREAS, six law enforcement officers have given their lives in the line of duty serving Hays County, Texas; and

WHEREAS, we will never forget the sacrifices of Deputy Sheriff Henry C. Banks (Hays County Sheriff's Office); Night Watchman Henry H. Joslin (Kyle Police Department); Deputy Sheriff John S. Davis, Jr. (Hays County Sheriff's Office); Trooper Randall W. Vetter (Texas Department of Public Safety); Officer Kenneth M. Copeland (San Marcos Police Department); Officer Justin Putnam (San Marcos Police Department); and their families; and

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court calls upon all citizens of Hays County and upon all patriotic, civil and educational organizations to observe the week of May 10 to May 16, 2020, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

WE FURTHER call upon all citizens of Hays County to observe May 15, 2020 as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

ADOPTED THIS THE 12TH DAY OF MAY, 2020

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon A. Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation on the 2020 Census by Jessica Mejia, Hays County Census Coordinator, and announcement of the Census Art Contest winners of "Because I Count/Porque Yo Cuento".

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jessica Mejia	BECERRA	N/A

SUMMARY

A report on how we are working around the restrictions as a result of COVID19.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of April 28, 2020 and of May 1, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 28th DAY OF APRIL A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
VALERIE VALDEZ	**DEPUTY CLERK**

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

WITH VALERIE VALDEZ, DEPUTY CLERK, BEING PRESENT THROUGH VIDEO CONFERENCE THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Reverend Esparanza Baltazar-Ramirez gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Rodrigo Amaya, resident of Hays County, gave a public comment regarding the Court's questions last week to the Emergency Services staff. He also commented on free test offered in other counties, and suggested Hays County look into trying to obtain free test. Dan Lyon, resident of Hays County, commented in opposition of Texas State University buses driving without passengers.

UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19.

Rodrigo Amaya, Hays County resident, commented the county staff needs to do a better job during this crisis. Judge Becerra spoke to announce that Hays County has not issued any Orders at this time. The County will follow Governor Abbott's orders. Tammy Crumley, County Wide Operations Director, spoke to the court regarding the Live Oak clinic on Broadway street in San Marcos to announce the facility will go live tomorrow afternoon for uninsured, underinsured, and indigent population of Hays County who may need testing. People will still need to contact the Health Department for screening and directions before going to Live Oak Clinic for testing. Details will be posted on the Hays County website. Commissioner Ingalsbe stated that sufficient notification needs to be put out for the public through private doctors and hospitals in order to ensure these populations have the information needed. Tammy Crumley suggested sending written documentation to hospitals with instructions for patients they may refer to the Live Oak Clinic. Commissioner Jones thanked Tammy Crumley and Mike Jones for their work on the testing programs. Commissioner Shell spoke on the request for a testing site in Wimberley as there is a need for some of the population in that area as well. Commissioner Smith thanked Tammy Crumley for her outreach to the medical community for their input on testing plans. He noted that some Healthcare professionals are worried about possible layoffs and shutting down due to lack of patients. Further discussion was had between the court members concerning additional locations for future testing sites along with possible grant coverage for those costs, reporting social distancing violators, and mapping areas of positive cases of Covid-19 without identifying individuals per HIPAA laws. Alex Villalobos, Emergency Management Coordinator, spoke to the court with an update on the communications he has had with surrounding areas and their testing methods. He also spoke on the affects the Governor's order will have on Hays County. **No action was taken.**

INTRODUCTION OF THE NEW COMMUNICATIONS MANAGER, KIM HILSENBECK, TO THE COMMISSIONERS COURT.

Sherri Miller, Human Resources Director, introduced Kim Hilsenbeck to the court. She told the court of Kim's education and experience for this position. Kim Hilsenbeck spoke to the court to thank Laureen Chernow, the current Communications Manager for her help during this transition. Laureen Chernow will retire this month she served Hays County for 11 years. Kim Hilsenbeck stated she was ready to assist the court in conveying information to the public during this crisis and any future events. The Court thanked Laureen for her service and welcomed Kim Hilsenbeck to Hays County. **No action was taken.**

Clerk's Note: Judge Becerra called for a break to allow time to gather emails sent in for the agenda item. The break began at 9:10 a.m. and resumed back into open court at 9:15 a.m.

PRESENTATION BY THE HAYS COUNTY ELECTIONS ADMINISTRATOR, PROVIDING AN UPDATE ON 2020 ELECTIONS.

Mark Kennedy, General Counsel, read aloud emails that were submitted to the court regarding Mail-in voting. The following names submitted emails; Tegan Debrock, Lexy Garcia, Isabella Briseño, Brandon James, Kylie Mankin, CJ Cetina, Ethan Peña, Samantha Benavides, and Catherine Wicker. Several of the emails were from students of Texas State University who have left campus due to Covid -19. The emails stated that they were in favor of mail-in voting as they are not able to travel due to the current restrictions. Others stating, they did not want to take health risks in order to cast their votes. Jennifer Anderson, Elections Administrator, presented to the court using power point. She suggested not using polling locations as markers for positive cases of Covid-19 as that would could negatively affect an accurate and fair election. She responded to the public regarding voter registration concerns and explained that process. She reviewed the number of voters in the county who currently qualify for ballot by mail and assured the voters and court that her office is prepared for a large surge of ballot by mail for the upcoming elections. She stated to the court that more space is need for the upcoming elections. She also noted that due to Covid-19 for safety precautions the poll workers will need personal protective equipment. **No action was taken.**

Clerk's Note: Judge Becerra called for a break that began at 11:52 a.m. and resumed back into open court at 12:03 p.m.

35110 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve payments of County invoices. All present voted "Aye." MOTION PASSED.

35111 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the payment of United Healthcare claims. All present voted "Aye." MOTION PASSED.

35112 APPROVE COMMISSIONERS COURT MINUTES OF APRIL 21, 2020

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve Commissioners Court Minutes of April 21, 2020. All present voted "Aye." MOTION PASSED.

35113 APPROVE THE PAYMENT OF THE APRIL 30, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $3,900,000.00 EFFECTIVE APRIL 30, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the payment of the April 30, 2020 payroll disbursements in an amount not to exceed $3,900,000.00 effective April 30, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

35114 RATIFY THE DONATION OF THREE (3) 55-GALLON DRUMS AND 16 BOXES OF ETHYL ALCOHOL SOLUTION HAND SANITIZER VALUED AT $3,824.42 FROM FIFTH GENERATION, INC. AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Smith stated that most people know Fifth Generation, Inc. as Tito's Vodka and thanked them for their multiple donations of sanitizer during this crisis. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to ratify the donation of three (3) 55-gallon drums and 16 boxes of Ethyl Alcohol Solution hand sanitizer valued at $3,824.42 from Fifth Generation, Inc. and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

35115 AUTHORIZE AN AMENDMENT REQUEST FOR THE HAYS COUNTY VETERANS TREATMENT COURT GRANT AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize an Amendment Request for the Hays County Veterans Treatment Court grant and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35116 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 3 FOR A TIME EXTENSION BETWEEN HAYS COUNTY AND WSB & ASSOCIATES, INC. FOR THE PROFESSIONAL SERVICES AGREEMENT FOR THE US290 INTERSECTION SAFETY IMPROVEMENTS PROJECT.

Commissioner Smith noted that this change order is specific because of a delay on the TXDOT side on the advance funding agreement. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute Change Order No. 3 for a time extension between Hays County and WSB & Associates, Inc. for the Professional Services Agreement for the US290 Intersection safety improvements project. All present voted "Aye." MOTION PASSED.**

35117 APPROVE THE APPOINTMENT OF ROSS BRITT TO THE BOARD OF EMERGENCY SERVICES DISTRICT #3 FOR A TERM ENDING DECEMBER 31, 2020 TO FILL THE VACANCY CREATED BY THE RESIGNATION OF ALEX GARCIA.

Commissioner Ingalsbe thanked Alex Garcia for his service to the Emergency Service District #3 and welcomed Ross Britt. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the appointment of Ross Britt to the board of Emergency Services District #3 for a term ending December 31, 2020 to fill the vacancy created by the resignation of Alex Garcia. All present voted "Aye." MOTION PASSED.**

35118 APPROVE SPECIFICATIONS FOR IFB 2020-B10 METAL BEAM GUARD FENCE (MBGF) MATERIALS AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve specifications for IFB 2020-B10 Metal Beam Guard Fence (MBGF) Materials and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

35119 APPROVE SPECIFICATIONS FOR IFB 2020-B11 CULVERTS AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve specifications for IFB 2020-B11 Culverts and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

35120 AUTHORIZE THE PARKS DEPARTMENT TO PAVE A PORTION OF THE WINTERS MILL TRAIL PARKING AREA IN THE AMOUNT OF $11,215.00 AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Shell stated that the work will be performed by the Hays County Transportation department and will be quickly repaired. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Parks Department to pave a portion of the Winters Mill Trail parking area in the amount of $11,215.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

35121 AUTHORIZE THE EXECUTION OF AN AMENDED CONTRACT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE INFECTIOUS DISEASE SURVEILLANCE AND EPIDEMIOLOGY ACTIVITIES (IDCU/SUREB) GRANT.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of an amended contract with the Department of State Health Services (DSHS) for the Infectious Disease Surveillance and Epidemiology Activities (IDCU/SUREB) grant. All present voted "Aye." MOTION PASSED.

35122 AUTHORIZE THE EXECUTION OF AN EQUIPMENT CALIBRATION & MAINTENANCE AGREEMENT WITH FARRWEST ENVIRONMENTAL SUPPLY, INC. RELATED TO THE MAINTENANCE OF HAZMAT MONITORING EQUIPMENT FUNDED THROUGH THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS PROGRAM.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of an Equipment Calibration & Maintenance Agreement with FarrWest Environmental Supply, Inc. related to the maintenance of HazMat Monitoring Equipment funded through the Office of the Governor, Homeland Security grants program. All present voted "Aye." MOTION PASSED.

35123 AUTHORIZE A WAIVER TO THE PURCHASING POLICY FOR THE SHERIFF'S OFFICE TO UTILIZE CPI/GUARDIAN FOR A PROPERTY AND EVIDENCE PACKAGING SYSTEM FOR THE NEW JAIL ADDITION AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize a waiver to the purchasing policy for the Sheriff's Office to utilize CPI/Guardian for a Property and Evidence Packaging System for the New Jail Addition and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35124 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LNV, L.L.C. TO PROVIDE PROFESSIONAL ENGINEERING AND OTHER DESIGN SUPPORT SERVICES RELATED TO A WIMBERLEY VALLEY MULTI-MODAL AND TRAIL EXTENSION AS PART OF THE 2016 ROAD BOND PROGRAM.

Commissioner Shell stated this item is part of the Bond program. The community input process may be delayed due to Covid-19, but he is looking forward to starting this project. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Service Agreement (PSA) between Hays County and LNV, L.L.C. to provide professional engineering and other design support services related to a Wimberley Valley Multi-Modal and Trail Extension as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.**

35125 SELECT WSB ENGINEERING TO PERFORM ENGINEERING DESIGN SERVICES FOR TURN LANE IMPROVEMENTS TO FM 2770 NEAR THE FLINT HILLS DISTRIBUTION TERMINAL AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.

Commissioner Jones stated this item will finalize the agreement to complete the turn lane which was under a five-year deadline to complete the donation. **A motion was made by Commissioner Jones seconded by Commissioner Shell, to select WSB Engineering to perform engineering design services for turn lane improvements to FM 2770 near the Flint Hills Distribution terminal and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.**

35126 AMEND THE CPL CONTRACT TO INCLUDE ALL COVID-19 TESTING THAT IS FEDERALLY SUPPORTED AS RECEIVED AN EMERGENCY USE AUTHORIZATION BY THE FDA AND APPROVED BY THE HAYS COUNTY HEALTH DEPARTMENT.

The Court had discussion on the types of test that are federally supported versus FDA approved testing. Judge Becerra explained this amendment is to expand the variety of testing that may be administered by CPL. Alex Villalobos, Emergency Management Coordinator, and Tammy Crumley, County Wide Operations Director, took part in the discussion to provide input on best practices and types of testing that are currently being used in the county. **A motion was made by Commissioner Jones, seconded by Commissioner Smith to amend the CPL contract to include all COVID-19 testing that is federally supported as received an emergency use authorization by the FDA and approved by the Hays County Health Department. All present voted "Aye." MOTION PASSED.**

35127 AUTHORIZE A SALARY EXCEPTION AT THE 25TH PERCENTILE FOR THE MEDICAL ASSISTANT, SLOT 1130-001 AT THE HAYS COUNTY LOCAL HEALTH DEPARTMENT FOR THE TB PROGRAM.

Tammy Crumley, County Wide Operations Director, spoke to the court presenting the qualification and work history of the applicant she would like to hire for this position. The Court noted they were pleased to have this position filled especially during this time. **A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize a salary exception at the 25th percentile for the Medical Assistant, slot 1130-001 at the Hays County Local Health Department for the TB Program. All present voted "Aye." MOTION PASSED.**

35128 EXECUTE RENEWAL TEST & INSPECTION AGREEMENTS WITH MCS FIRE & SECURITY FOR THE SHERIFF'S OFFICE RELATED TO FIRE ALARM SERVICE & INSPECTIONS AT THE JAIL FACILITY AND FLEET MAINTENANCE BUILDING.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to execute renewal Test & Inspection Agreements with MCS Fire & Security for the Sheriff's Office related to Fire Alarm Service & Inspections at the Jail Facility and Fleet Maintenance Building. All present voted "Aye." MOTION PASSED.

35129 AUTHORIZE $4,000.00 IN CAPITAL IMPROVEMENTS TO THE JUSTICE OF THE PEACE, PCT. 1-2 OFFICE AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Ingalsbe stated Judge Moreno requested a wall and a window for her office as she currently shares a window with Judge Prado. The Court and Tammy Crumley, County Wide Operation Director, discussed the timing of the installation and thanked the building maintenance department for their work throughout the county. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize $4,000.00 in Capital Improvements to the Justice of the Peace, Pct. 1-2 Office and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

35130 APPROVE THE ASSESSMENT AND COLLECTION AGREEMENT WITH ANTHEM MUNICIPAL UTILITY DISTRICT

Jennifer O'Kane, Tax Assessor/Collector, spoke on this item explaining the districts provide utilities, and this is the contract for the County to collect property taxes on their behalf. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the Assessment and Collection Agreement with Anthem Municipal Utility District. All present voted "Aye." MOTION PASSED.**

35131 ADOPT A RESOLUTION IN SUPPORT OF FINANCIAL RELIEF FOR HAYS COUNTY TAXPAYERS.

Cristin Hearne, made public comments against the current resolution put forth stating the appraisals do not affect the taxes levied but the elected official set that tax rate. She suggested the Court change the roll back rate during this pandemic. She commented on another agenda item stating she was not in favor of the mail-in voting for the upcoming elections. Dan Lyon, Hays County resident, made public comments by thanking the court for their efforts of tax relief. He commented unfavorably on the appraisal district increase of his property appraisal, and the memberships of realtors on the appraisal board. Judge Becerra stated that this resolution is to encourage the State to help with tax relief and to show support for citizens of the county. The Court had a lengthy discussion of their future efforts to help the citizens of Hays County through the upcoming budget process. They discussed asking the State for assistance with property taxes and any other tools they can provide to the counties. They also talked about different outreach groups that can help citizens with the struggles they are facing during this pandemic. Alex Villalobos, Chief of Staff and Emergency Management Coordinator, spoke to the court about drive through testing sites. **A motion was made by Judge Becerra, seconded by Commissioner Shell to adopt a Resolution in Support of Financial Relief for Hays County Taxpayers. All present voted "Aye." MOTION PASSED.**

DISCUSSION AND POSSIBLE ACTION TO INITIATE A PUBLIC PROCESS TO REVIEW AND UPDATE THE HAYS COUNTY TRANSPORTATION PLAN AND TO MAKE RECOMMENDATIONS TO THE CAMPO TRANSPORTATION POLICY BOARD ON THE PUBLIC PROCESS AND SUBSTANCE OF THE CAMPO TRANSPORTATION 2045 DRAFT PLAN.

Sam Branno, San Marcos resident, made public comments on the first amendment right, to peaceably assemble and in favor of removing all county restrictions for Covid-19. He went on to say that he is in opposition of the road bonds because the current transportation plan should be challenged since two felons were on the citizens committee of the 2013 transportation plan. Louis Parks, Citizens Alliance for Responsible Development, asked the court to postpone the CAMPO 2045 planned vote on May 4th to allow time for the public to educate, organize, and comment on the proposals. Second, he stated to remove some of the roads proposed for western Hays as it would take away from the natural beauty of the area. Casey Cutler, Driftwood Historical Conservation Society, gave a public comment stating the society wants to ensure the community investment to create the FM-150 plan is included in the 2020 draft CAMPO plan and the Transportation plan he would like the CAMPO 2020 plan and the Transportation master plan. Jim Camp read a letter from Patrick Cox, Executive Director of Trinity Edwards Springs Protection Association and David Baker, Wimberley Valley Watershed Association stating ground water is an essential resource. Hays County should reevaluate road construction and dedicate resources and funds to watershed protection conservation, easements, parks, and open spaces. Jim Camp made a public comment thanking the Court and First responders for their services during this crisis. He supported the requests of Patrick Cox and David Baker. John Kroll, Dripping Springs City Council member, commented that Dripping Springs is growing rapidly and has not had substantive transportation improvements in years. He asked that the court not alter or change the citizens input and hours worked at the last minute. Bill Bunch, Save Our Springs Alliance, made public comments to the Court to request an extension from CAMPO of the public comments after the draft plan is posted. He stated the map posted on the CAMPO website is incorrect. He also requested a review and update of the 2013 Transportation plan. Lisa Prewitt, San Marcos resident, echoed the request of Bill Bunch, the previous speaker. She also commented on some of the positive changes to the environment and ways of doing business as a result of social distancing due to Covid-19. Roy Whey, Alliance of Progressive Environmentalist, was present in support of the previous speakers. He commented that the environment can not heal itself as fast as society can make changes. He requested a postponement as the previous speakers. Judge Becerra announced that he received hundreds of emails from concerned citizen on this agenda item. Commissioner Jones announced the 2013 plan is currently being worked on by K Friese & Associates. The court held discussion over several points made by the public regarding specific roads included in the 2045 plan. Commissioner Jones noted that a delay was unlikely as the other 20 metropolitan organizations have not requested a delay. Jones noted that a delay could cause the county to lose out on opportunities to obtain federal stimulus funds. He stated that even though something is submitted to CAMPO it does not necessarily mean that it will be built. Commissioner Shell stated that he would like to see more coordination between Hays County and surrounding municipalities as each have their own plans. Commissioner Smith stated that as elected official they should all take time to listen to their constituents' opinions and review the information that has been submitted to their offices. Commissioner Ingalsbe said moving forward she would like to have the community's input for the plans. **No action was taken.**

Clerk's Note: Executive Session began at 10:33 a.m. and resumed back into open court at 10:40 a.m.

35132 ADOPT A POLICY FOR THE CONSIDERATION OF UTILITY PERMIT APPLICATIONS FOR CROSSING OR BORING UNDER COUNTY ROADS, PURSUANT TO THE COURT'S ACTION ON APRIL 21, 2020, AS RECOMMENDED BY STAFF.

Commissioner Shell spoke on this item stating a policy has been created by staff. Judge Becerra noted that the pipeline is not going away or deleted in any way. Mark Kennedy, General Counsel, noted the policy will be submitted to back up and was presented to the Court. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt a policy regarding permits for Kinder Morgan's crossing of county roads in Hays County. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Executive Session began at 1:15 p.m. and resumed back into open court at 3:50 p.m.

35133 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY OFFICE OF EMERGENCY SERVICES. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to terminate the employment of the Director of the Office of Emergency Services effective the end of day April 30, 2020 and authorize paid administrative leave between now and termination, and also request that the department of Human Resources coordinate with the Office of Emergency Services for transitioning. Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, and Commissioner Smith voted "Aye." Judge Becerra voted "No." MOTION PASSED.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.087 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS ASSOCIATED WITH PROJECT INDIGO. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.087 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS ASSOCIATED WITH PROJECT RECOIL. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY OFFICE OF COUNTYWIDE OPERATIONS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

Clerk's Note Agenda Item #33 RE: *DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.* **– WAS PULLED.**

DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra read the Sheriff's update of the inmate population. The estimated cost for outsourcing was $53,118.00 for the week of April 19 - April 25, 2020. The number of males was 135 inmates and zero female inmates. **No action taken.**

Clerk's Note Agenda Item #35 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. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED.**

Clerk's Note Agenda Item #36 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED.**

Clerk's Note Agenda Item #37 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED.**

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 3:43 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on April 28, 2020.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

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

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 1ST DAY OF MAY A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
ELAINE H. CÁRDENAS	**COUNTY CLERK**

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

WITH ELAINE H. CÁRDENAS, COUNTY CLERK, BEING PRESENT THROUGH VIDEO CONFERENCE THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order.

PUBLIC COMMENTS

No comments were made.

35134 DECLARE AN EMERGENCY PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 111.010(C) FOR SMALL BUSINESS RETENTION PURSUANT TO CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE TO ALLOCATE $500,000 FROM THE GENERAL FUND RESERVES FOR A SMALL BUSINESS RETENTION PROGRAM TO BE ADMINISTERED BY THE GREATER SAN MARCOS PARTNERSHIP ALONG WITH OTHERS OF OUR COMMUNITY AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Shell introduced the item by stating he and Judge Becerra had taken part of a task force that partnered with local Chambers of Commerce. The Greater San Marcos Partnership assisted with organizing surveys to understand the business community at this time and put together the guidelines for the program. Commissioner Shell proposed allocating funds for the proposed small business grant program, with the understanding to approve an agreement in court at a later date. The Commissioners discussed the economic impact Covid-19 has had on businesses. The Court discussed the options of using different funds to allocate towards the program. Marisol Villarreal-Alonzo, Auditor, took part in the discussion as to which account would be best to use for this program. Judge Becerra stated testing should be included along with funds to open businesses. The Court further discussed testing for businesses and the current qualifications by the CDC for someone to receive a test. Mark Kennedy, General Counsel, spoke to the court on the options available for this item to move forward. Commissioner Shell stated that this item was a way to show support to business owners. Judge Becerra spoke on several points in the program that he did not support. He made suggestions to the court for the final draft of the program. The Court is in support of Judge Becerra taking part in the committee to finalize the guidelines for the program. Commissioner Smith stated that he hopes that some of the community partners would create like-minded programs in support of business communities. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to declare an emergency pursuant to Texas Local Government Code, Ch. 111.010(c) for Small Business retention pursuant to Chapter 381 of the Texas Local Government Code to allocate $500,000 from the General Fund Reserves for a Small Business Retention Program to be administered by the Greater San Marcos Partnership along with others of our community and amend the budget accordingly, and we can come back to approve this agreement and to approve the payment of the funds to the Partnership once the Court has approved on an agreement. All present voted "Aye." MOTION PASSED.**

35135 DECLARE AN EMERGENCY PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 111.010(C) RELATED TO FINANCIAL ASSISTANCE FOR THE FOLLOWING SOCIAL SERVICES ENTITIES AND THE FOLLOWING AMOUNTS; CASA $10,000, HAYS COUNTY CHILD PROTECTIVE BOARD $10,000, GREATER SAN MARCOS YOUTH SHELTER $20,000, SOUTHSIDE COMMUNITY CENTER $20,000, HAYS CALDWELL WOMEN'S

CENTER $20,000, AND COMMUNITY ACTION $20,000, AND AUTHORIZE THE EXECUTION OF A NEW FUNDING AGREEMENT WITH EACH OF THESE ENTITIES AS PRESENTED IN EXECUTIVE SESSION THE ABOVE MONEY SHALL COME FROM GENERAL FUND RESERVES AND THE BUDGET SHALL BE AMEND WHICH IS THE REASON FOR THE COURTS FINDING UNDER CHAPTER 111 OF THE TEXAS LOCAL GOVERNMENT CODE.

The Commissioners and Judge thanked Commissioner Ingalsbe for her work to bring this item to court. Mark Kennedy noted that the County currently holds funding agreements with the mention entities, but will be revised to include the scope of Covid-19. Commissioner Ingalsbe spoke about her conversations with some of the groups. She stated that they were appreciative of additional funding. Some groups stated they are seeing a decline at the moment, but are anticipating a surge of services once schools open and people return to doctors' office for regular visits, as these are common referral sites. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to declare an emergency pursuant to Texas Local Government Code, Ch. 111.010(c) related to financial assistance for the following Social Services entities and the following amounts; CASA $10,000, Hays County Child Protective Board $10,000, Greater San Marcos Youth Shelter $20,000, Southside Community Center $20,000, Hays Caldwell Women's Center $20,000, and Community Action $20,000, and authorize the execution of a new funding agreement with each of these entities as presented in Executive Session the above money shall come from General Fund Reserves and the budget shall be amend which is the reason for the courts finding under Chapter 111 of the Texas Local Government Code. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Executive Session began at 3:33 p.m. and resumed back into open court at 3:50 p.m.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.087 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS ASSOCIATED WITH PROJECT RECOIL. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 4:47 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on May 1, 2020.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

ELAINE H. CÁRDENAS, 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 May 15, 2020 payroll disbursements in an amount not to exceed $2,955,000.00 effective May 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	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
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Approve the May mid month payroll disbursements not to exceed $2,955,000.00.

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

Authorize the execution of an amendment with the Department of State Health Services (DSHS) for the FY2020 COVID-19 Crisis CoAg Grant in the amount of $154,794.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	N/A

LINE ITEM NUMBER

120-675-99-132]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On the April 21st, 2020, the Commissioners Court approved the submission of a amended grant application to the Department of State Health Services (DSHS) to amend the original amount of $150,839.00 to the Public Health Crisis Response Cooperative Agreement to add an additional $154,794.00 for the total amount of $305,633 in response to the COVID-19 pandemic and amend the budget accordingly. Funding will be utilized for temporary personnel, Sanitation Equipment, PPE Supplies and other expenses related to COVID-19 recovery and response. No match is required.

Attachment: Amendment No. 1 Contract No.: HHS000771500001

DocuSign Envelope ID: F18AA2C6-70E7-43D8-BD7F-E39BBC422F5F

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000771500001
AMENDMENT NO. 1

The **DEPARTMENT OF STATE HEALTH SERVICES** ("**System Agency**") and **HAYS COUNTY LOCAL HEALTH DISTRICT** ("**Grantee**"), collectively the "**Parties**" to that certain contract for activities in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response Contract effective April 2, 2020 and denominated as DSHS Contract No. HHS000771500001 (the "**Contract**"), now elect to amend the Contract.

WHEREAS, the Parties desire to revise the Budget to add funds to the Contract and to allow for successful completion of the activities.

The Parties therefore agree as follows:

1. **ARTICLE V,** of the Signature Document, **CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, is hereby amended to add **$154,794.00** in federal funding to the Contract. The total not-to-exceed amount of the Contract is therefore increased to **$305,633.00.** All expenditures under the Contract will be in accordance with the revised budget. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.

2. **ATTACHMENT B, BUDGET,** is hereby amended in its entirety and replaced with the following budget table:

Budget Categories	Pre-award Cost from January 20, 2020	COVID 19 Funding Allocation	COVID 19 Funding Allocation A.1	Totals
Personnel	$0	$0	$68,400	$68,400
Fringe Benefits	$0	$0	$5,233	$5,233
Travel	$0	$0	$0	$0
Equipment	$0	$54,000	$18,000	$72,000
Supplies	$0	$96,839	$41,756	$138,595
Contractual	$0	$0	$16,005	$16,005
Other	$0	$0	$5,400	$5,400
Total Direct Costs	$0	$150,839	$154,794	$305,633
Indirect Cost Rate Amount	$0	$0	$0	$0
Contract Total	**$0**	**$150,839**	**$154,794**	**$305,633**

3. This Amendment shall be effective upon the signature of both Parties.

4. Except as modified by this Amendment, all terms and conditions of the Contract, shall remain in effect.

DocuSign Envelope ID: F18AA2C6-70E7-43D8-BD7F-E39BBC422F5F

5. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: F18AA2C6-70E7-43D8-BD7F-E39BBC422F5F

SIGNATURE PAGE FOR AMENDMENT NO. 1
SYSTEM AGENCY CONTRACT NO. HHS000771500001

DEPARTMENT OF STATE HEALTH SERVICES	**HAYS COUNTY LOCAL HEALTH DISTRICT**
_____	By: _____
	Name: Ruben Becerra
	Title: Hays County Judge
Date of Signature: _____	Date of Signature: _____

Certificate Of Completion

Envelope Id: F18AA2C670E743D8BD7FE39BBC422F5F
Status: Sent
Subject: Amending $305,633; HHS000771500001; Hays County A-1; DSHS CPS/ COVID-19
Source Envelope:
Document Pages: 13
Signatures: 0
Envelope Originator:
Certificate Pages: 2
Initials: 0
Texas Health and Human Services Commission
AutoNav: Enabled
1100 W. 49th St.
EnvelopeId Stamping: Enabled
Austin, TX 78756
Time Zone: (UTC-06:00) Central Time (US & Canada)
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.14

Record Tracking

Status: Original
5/1/2020 9:31:46 AM
Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Ruben Becerra judge.becerra@co.hays.tx.us Hays County Judge Hays County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 5/1/2020 9:37:02 AM Viewed: 5/1/2020 1:36:19 PM
David Gruber david.gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
CMS inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2020 9:37:02 AM
Beverly Taylor beverly.taylor@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2020 9:37:02 AM

Carbon Copy Events	Status	Timestamp
Mike Jones mike.jones@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2020 9:37:02 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/1/2020 9:37:02 AM

Payment Events	Status	Timestamps

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize Countywide Operations and Personal Health to purchase an Advance Ozogation/Hydroxyl Misting System to be used for building sanitation in the amount of $38,500 with 50% ($19,250) payment in advance and the remaining 50% payable upon receipt.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	$38,500

LINE ITEM NUMBER

120-675-99-132.5719_700

AUDITOR USE ONLY

AUDITOR COMMENTS:
Requires exemption from obtaining 3 quotes as required per County Purchasing Policy.

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

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

SUMMARY

Countywide Operations/Personal Health was approved for COVID-19 grant funding to purchase an Advance Ozogation/Hydroxyl Misting System from AgriOzein and would like to make this purchase. AgriOzein requires a 50% ($19,250) payment in advance and the remaining 50% payable upon receipt. The original cost of this system was $54,000, but AgriOzein has given us a discount and selling the system to us for $38,000. This system will be used to sanitize all County buildings.

Attachments:
AgriOzein Quote
System Spec Sheet

ADVANCED OZOGATION/HYDROXYL MISTING SYSTEM FOR HAYS COUNTY TEXAS USA

CHEMICAL FREE DISEASE CONTROL, THE GREENER WAY

EPA EST.# 090489

ENCOMPASSING:

1) "Ozero" 20 Gram Plasma Block Variable Output Ozone Generator
2) Powder Coated Sealed Processing Cabinet
3) 5 Liter Pressure Swing Adsorption System with Compressor (PSA)
4) Powder Coated Mobility Card
5) Air Atomizing Three-Fluid Nozzle
6) 20 Gallon Water Holding Tank.
7) Fully Automated Start Up System with Fault Control
8) Input Power Requirements; 120 Volt AC, 20 Amp at 120 VAC
9) Full Loaded Amps; 10 Amps at 120 VAC
10) Full Power Consumption 1,900 Watts
11) Water Usage 1.5 GPH per Nozzle.
12) (Advanced Ozogation Apparatus and Process, Patent in USA and 152 Countries Worldwide)

**** Retail Price US $ 38,500.00** CHECK PAYABLE TO ERNIE WILMINK/AGRIOZEIN

$ 5,000.00 DOWN PAYMENT TO ACCOMPANY THE ORDER, $ 15,000.00 MAY 15, 2020

REST DUE UPON DELIVERY.

** NOT INCLUDED, SHIPPING/HANDLING

ERNIE WILMINK

President

agriOzein

Consultants in Ozone Technology

INVOICE # 10151271 BURNET TX 05-01-2020

HAYS COUNTY
ATTN: EMERGENCY PREPAREDNESS
712 S STAGECOACH TRAIL
SAN MARCOS TX 78666

REF: CORONA VIRUS ERADICATION MISTING SYSTEM

Qty: 01
Descp: ADVANCED OZOGATION/HYDROXYL MISTING SYSTEM
AS PER ATTACHED QUOTATION

$ 38,500.00
==========

PAYMENTS: DOWN PAYMENT TO ACCOMPANY THE ORDE $ 5,000.00
REST 50% DOWN PAYMENT AS PER MAY 15,2020 $ 15,000.00
BALANCE ON DELIVERY $ 18,500.00 **

** NOT INCLUDED SHIPPING?HANDLING

THANK YOU FOR YOUR BUSINESS

Ernie Wilmink

President

1820 CR 116 B • Burnet, TX 78611 USA
ernie@agriozein.com • Phone: 1-512-756-2561 • Cell: 1-402-649-0972

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for a wedding/event center at 10700 Signal Hill Road, Austin, Texas 78737.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Ron McGuire is proposing an OSSF to serve a wedding/event center that will accommodate up to 250 persons per day. This 8.76-acre tract of land will be served by a public water supply.
The system designer, Jon Maass, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 2000 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

Approve and confirm the appointment of Rodolfo Estrada, as a Reserve Deputy Constable, in the Hays County Constable Precinct 2, effective May 5, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
TORRES	JONES	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.

MICHAEL TORRES

HAYS COUNTY CONSTABLE, PRECINCT TWO

May 12, 2020

To Hays County Commissioner's Court

Rodolfo Estrada began his career in law enforcement at the Austin Police Department. He served the City of Austin for 6 years but due to an unfortunate medical issue with his father, he chose to resign his position as a police officer in order to care for his father.

When he was able to return to work, he performed security detail for the Austin American Statesman and Austin State Hospital for many years.

He had the desire to return to law enforcement, so he took the necessary steps to reactivate his peace officers license. He is a resident here in Kyle and wants to serve the citizens in his community. We are happy to be able to add his experience to our office.

Thanks,

Michael Torres
Hays County Constable, Pct. 2

5458 FM 2770 * KYLE, TEXAS 78640
EMAIL ADDRESS michael.torres@co.hays.tx.us * Phone (512) 878-6690

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 to the Crime Victim Services Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office received a donation of $1,000.00 from the San Marcos Lion's Club and requested that the donation to be used for the Victim Service Program.

Budget Amendment
Increase 001-618-99-899.4610 Contributions $1,000.00
Increase 001-618-99-899.5201 General Supplies $1,000.00

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 out of state travel for Detective Nelson Wray to attend the Mac Forensics Training Course on September 14-25, 2020 in Hoover, Alabama.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	$0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Detective Nelson Wray to attend the Mac Forensics Training course on September 14-25, 2020 in Hoover, Alabama.
Detective Wray works in the Sheriff's Office forensics lab where he images computers and devices that contain digital media. The Mac Forensics course is an advanced computer course that will give Detective Wray tools for processing Mac computers, including a Mac laptop, Mac computer and software.
All fees (registration, hotel and per diem) with the exception of fuel will be funded by the US Secret Service.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses (Buildings 500E & 500I) at 500 Harmon Hills Cove, Dripping Springs, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Joe Bruno is proposing an OSSF to serve two single family residences. This OSSF will serve building 500E and 500I. This tract of lands resides in Harmon Hills Phase 1 lot 27 and is 10.00 acres. The lot will be served by DSWSC Public Water. The system designer, Greg Nesbitt, R.S., has designed a proprietary aerobic drip system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 360 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 On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses (Buildings 510A & 500D) at 500 Harmon Hills Cove, Dripping Springs, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Joe Bruno is proposing an OSSF to serve two single family residences. This OSSF will serve building 510A and 500D. This tract of lands resides in Harmon Hills Phase 1 lot 27 and is 10.00 acres. The lot will be served by DSWSC Public Water. The system designer, Greg Nesbitt, R.S., has designed a proprietary aerobic drip system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 360 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 On-Site Sewage Facility Permit for two 2 bedroom/2 bath houses (Buildings 510B & 500J) at 500 Harmon Hills Cove, Dripping Springs, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Joe Bruno is proposing an OSSF to serve two single family residences. This OSSF will serve building 510B and 500J. This tract of lands resides in Harmon Hills Phase 1 lot 27 and is 10.00 acres. The lot will be served by DSWSC Public Water. The system designer, Greg Nesbitt, R.S., has designed a proprietary aerobic drip system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 360 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 On-Site Sewage Facility Permit for an equipment barn and dog kennel for a private bird hunting club located at 24601 Hamilton Pool Rd, Dripping Springs, TX.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Shaun Miller is proposing an OSSF to serve an equipment barn - including a bird processing area - and a dog kennel on a 1400 acre tract of land, located at 24601 Hamilton Pool Rd, Dripping Springs.
The system designer, Peter Chang, P.E., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via LPD system.

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	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2020-3364-UTL	2121 Windy Hill Road(Trench)	Grande Communications
TRN-2020-3365-UTL	1105 Deer Creek Cir. (Trench)	Deer Creek Water
#1183	Graef Road(Bore)	Goforth Water
#1184	Mathias Lane(Bore)	Goforth Water

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

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

Utility Company Information:

Name: Grande Communications
Address: 13505 Burnet Rd Austin TX
Phone:
Contact Name: Daniel Pina

Engineer / Contractor Information:

Name: S&S Cable communications
Address: 1900 E Howard Ln Pflugerville TX 78660
Phone: 5127485681
Contact Name: Troy Sylvester

Hays County Information:

Utility Permit Number: TRN-2020-3364-UTL
Type of Utility Service:
Project Description:
Road Name(s): Windy Hill Rd, , , , , ,
Subdivision:
Commissioner Precinct:

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

Signature	Title	Date
Tyler Pruett	Permit Coordinator	05/06/2020

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

Application for Installation

Utility Line on Hays County Right of Way

Date: 04/14/2020

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

Formal notice is hereby given that:

Utility Company **Grande Communications** proposes to place a **1 - 3" HDPE (Fiber Optic Cable)** line within County Right-of-Way of **Hays** with contractor **S&S Cable** as follows: (give location, length, general design, etc.)

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

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

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

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

The location and description of the proposed line and appurtenances is more fully shown by **1** complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the **14th** day of **April**, 20**20**.

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

Firm **LJA Engineering**

By (Print) **Brent Gurley**

Signature _____

Title **Operations Manager**

Address **2700 La Frontera Blvd Ste. 150**

Round Rock TX 78681

Phone **512-439-4758**

Approved by Hays County Transportation Department

Signature	Title	Date

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/6/2020 .

Utility Company Information:

Name: SJWTX, Deer Creek Water System
Address: 141 E. Mercer St Unit B Dripping Springs TX
Phone:
Contact Name: Chris Aaron

Engineer / Contractor Information:

Name: SJWTX Inc. Deer Creek Water System
Address: 141 E Mercer St Unit B Dripping Springs TX 78620
Phone: 8306434744
Contact Name: Chris Aaron

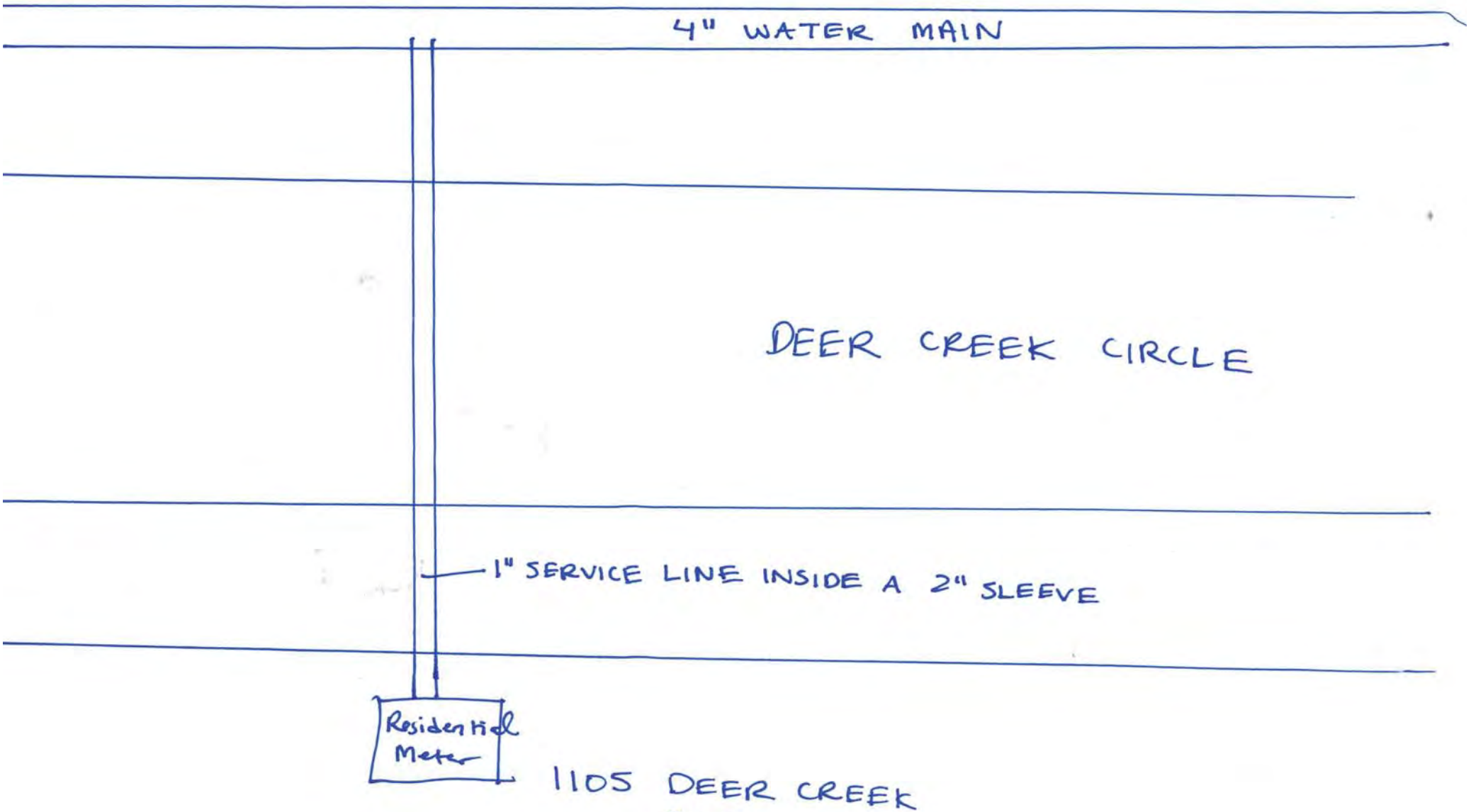
Hays County Information:

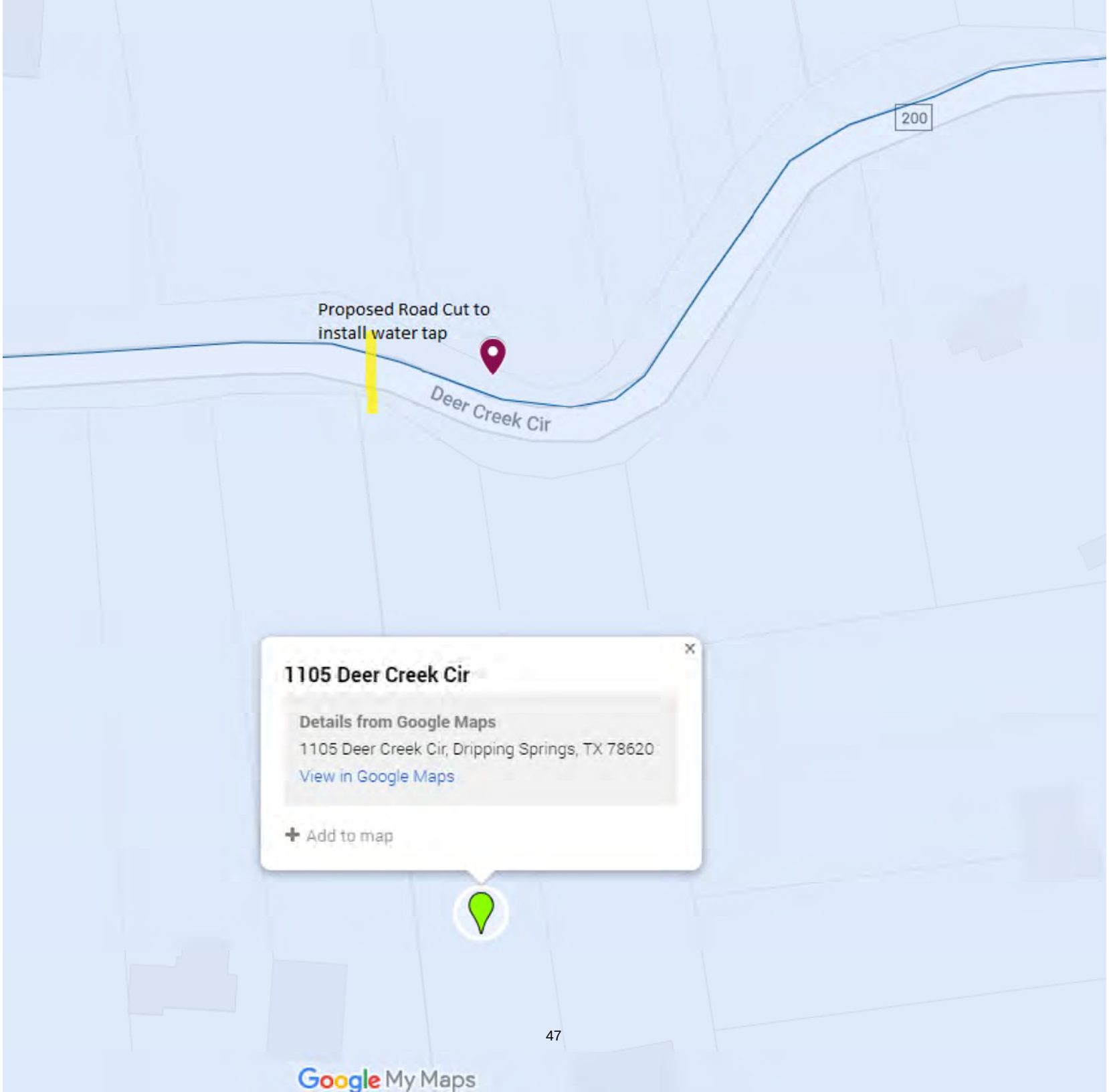
Utility Permit Number: TRN-2020-3365-UTL
Type of Utility Service: Water Line- 1 inch poly service line (sleeved in schedule 80 2 inch PVC)
Project Description:
Road Name(s): Deer Creek Circle, , , , , ,
Subdivision:
Commissioner Precinct:

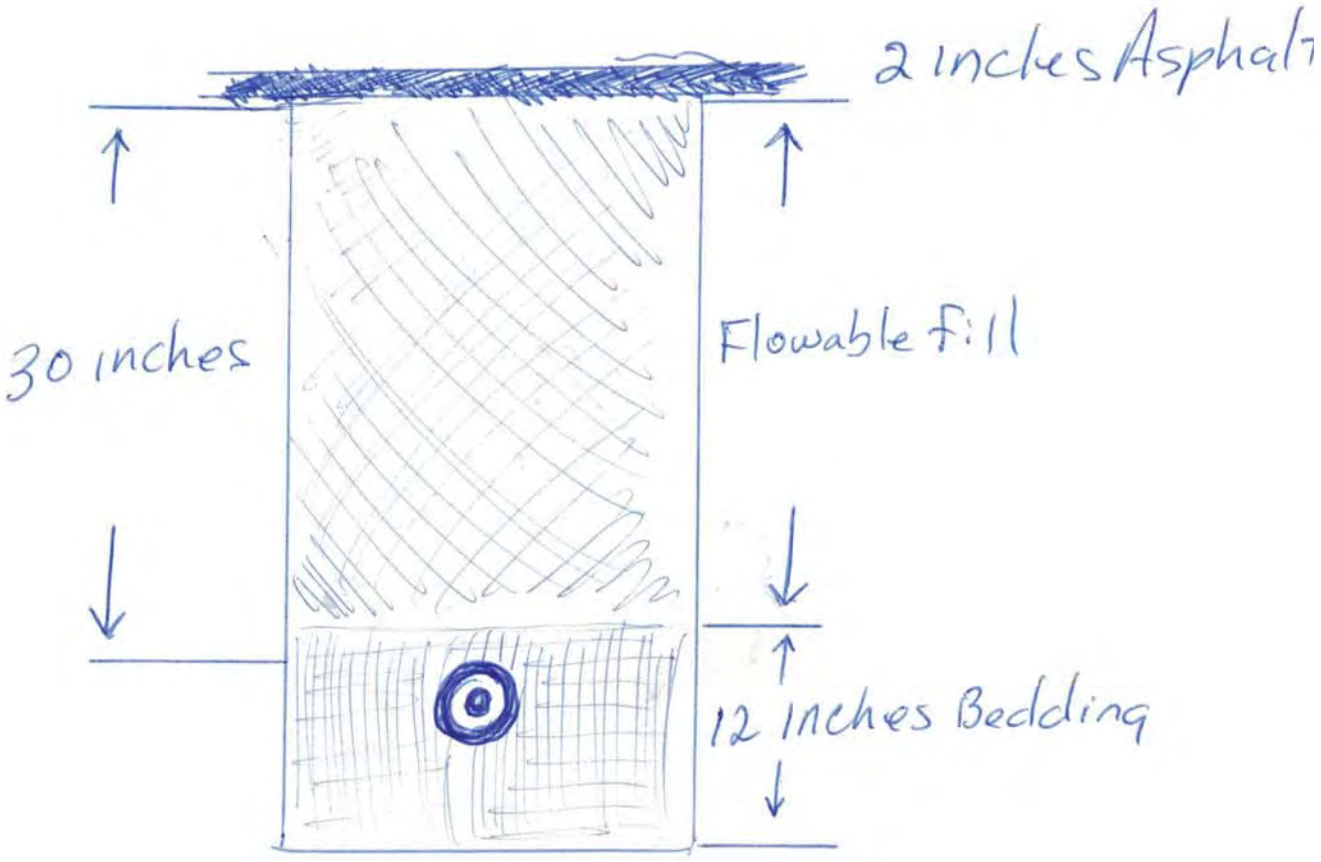
Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on 5/12/2020.

Signature	Title	Date
Tyler Reed	Permit Coordinator	05/06/2020


4" WATER MAIN
DEER CREEK CIRCLE
1" SERVICE LINE INSIDE A 2" SLEEVE
Residential Meter
1105 DEER CREEK CIRCLE
(lot is currently undeveloped)


200
Proposed Road Cut to
install water tap
Deer Creek Cir
1105 Deer Creek Cir
Details from Google Maps
1105 Deer Creek Cir, Dripping Springs, TX 78620
View in Google Maps
Add to map
Google My Maps


2 inches Asphalt
30 inches
Flowable fill
12 inches Bedding

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

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

Approval of Utility **Permit # 1183**

Application Date: March 23, 2020

Commissioner Court Approval Date: May 12, 2020

Utility Company Info:
- Name: Goforth SUD
- Address: 8900 Niederwald Strasse, Niederdwald, Tx. 78640
- Phone: (512) 644-4640
- Contact: Mario Tobias

Engineer/Contractor Info:
- Name: Goforth SUD
- Address: 8900 Niederwald Strasse, Niederdwald, Tx. 78640
- Phone: (512) 644-4640
- Contact: Mario Tobias

Type of Utility Service: **Water**

Road Name(s): Graef Road
Subdivision:
Pct. #: 2

Proposes to install a 2in Bore under Graef Road to install a 1in Water Service line.

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: 3-23-2020

Formal notice is hereby given that Goforth SUD
Company proposes to place a 2" Bore with 1" Poly
line within the right-of-way of Goforth Road AKA CR 302
as follows: (give location, length, general design, etc.)

Please see attachments

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 all 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 1 complete sets of drawings attached to this notice.

.. 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 31st day of March, 2020.

General Special Provisions: ← None
Goforth will not bore until we have approval from the Hays County Court's

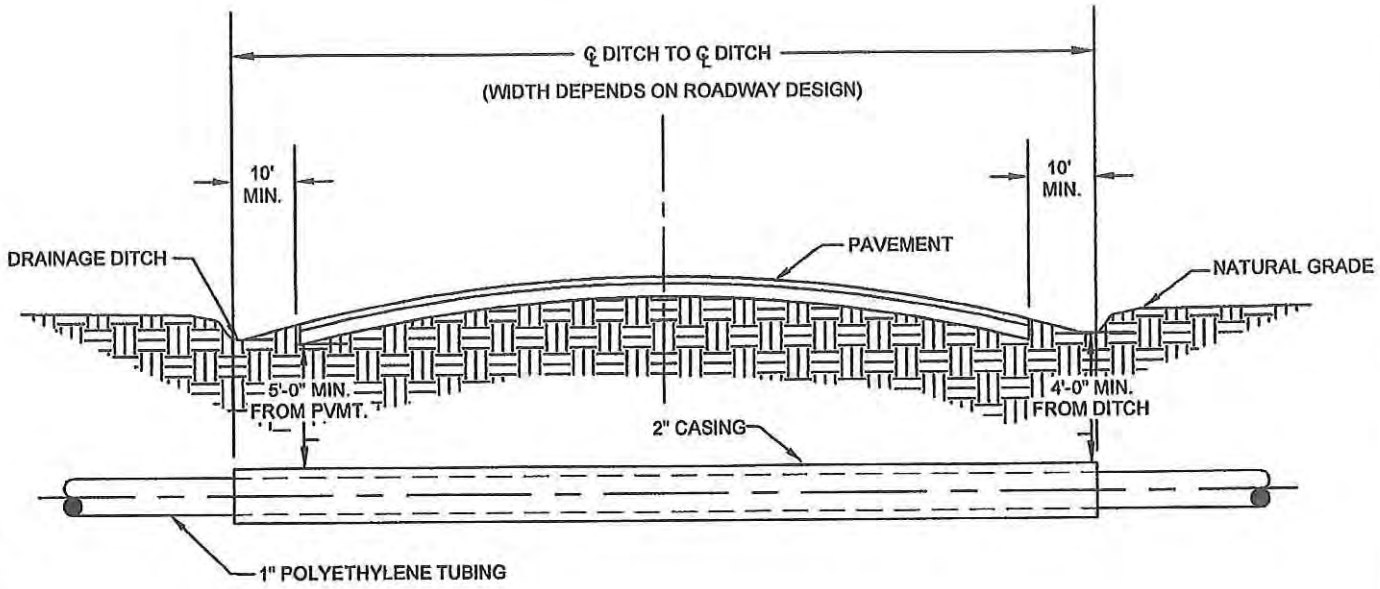
By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Goforth SUD
By (Print) Marco Tobias
Signature

Title General Manager
Address 8900 Nieborwell Strasse
Nieborwell Texas 78640
Phone 512-644-4640

Approved by Hays County Road & Bridge Department			
Signature		Title	Date

NOTE:
UNLESS OTHERWISE REQUIRED BY THE ROADWAY AUTHORITY, CASING PIPE SHALL BE ASTM D 2241, SDR21, OR ASTM D 1785, SCH. 40



NOTE: CASING SPACERS ARE REQUIRED FOR ALL LINES 6" AND LARGER

SERVICE LINE
BORING & ENCASEMENT DETAILS-RURAL

METER SERVICE DETAIL	
SCALE : NONE	REV. DATE : 3/07
DWG. W-5	

GOFORTH S.U.D.
HAYS, CALDWELL & TRAVIS COUNTIES, TEXAS
S:\Projects_1\0092-Goforth WSC\DETAILS\DETAILS-0507.dwg

HERSCHAP BACKHOE & DITCHING, INC.
PO DRAWER 489
BASTROP, TEXAS 78602

phone 512/303-3834 fax 512/581-0417

PROPOSAL

PROPOSAL SUBMITTED TO:	DESCRIPTION OF JOB:
Goforth Special Utility District	Bore @ 335 Graef Road
	DATE: March 12,2020

ITEM	DESCRIPTION	QUANTITY	Unit Price	TOTAL
1	2" PVC bore on county road - Lump Sum	1	$ 3,500.00	$ 3,500.00
	Serafin			
	512-917 5124			
	512 917 5124			
	335 Graef Road #C			
	335 Graef Road #D			
	2 services			
	TOTAL			$ 3,500.00

PAID
GOFORTH S.U.D.
(512) 376-5695

PAID
OK NO.
DATE 3/16/20

With payment to be made as follows: upon completion of job

AUTHORIZED SIGNATURE Jon Hasslo

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

DATE ACCEPTED SIGNATURE

Mario, Need permit issued please per John

proposal.xls

Rd. (CR 126)
Church Rd
CR 120
Williamson Rd.
Sattelwhite Rd
FM 2001
Graef Rd. (CR 302)
Bore here
GOBLINS HEIGHTS
ELM CREEK RANCH
J-G RANCH ADDITION
NESTER ESTATES
CR 120
CIRCLE N RANCH
Johnson Ln.
FM 2001
2007 HILLS
Kai Vista Dr.
KAI VISTA
Marks Way
Cross Lane
VIEWPOINT ESTATES
ENGELKE SUB'D.
Engelke Rd.
Windridge Dr.
WINDRIDGE SUB'D.
CROSS VALLEY
APPALOOSA ACRES
CR 300
Engelke Rd.
OFFICE
FM 2001
NIEDERWALD
Schubert Ln. (CR 211)
ANGEL HILL
PLANT C
SH 21
HOEMANN MEADOWS
Schubert Lane
EVANS ACRES
DOVE ACRES
Travis
Hays Co.

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

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

Approval of Utility **Permit # 1184**

Application Date: April 6, 2020

Commissioner Court Approval Date: May 12, 2020

Utility Company Info:
- Name: Goforth SUD
- Address: 8900 Niederwald Strasse, Niederdwald, Tx. 78640
- Phone: (512) 644-4640
- Contact: Mario Tobias

Engineer/Contractor Info:
- Name: Goforth SUD
- Address: 8900 Niederwald Strasse, Niederdwald, Tx. 78640
- Phone: (512) 644-4640
- Contact: Mario Tobias

Type of Utility Service: **Water**

Road Name(s): Mathias Lane
Subdivision:
Pct. #: 2

Proposes to Bore under Mathias Lane to install a 1in. Water service line.

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: 4-6-2020

Formal notice is hereby given that Goforth SUD
Company proposes to place a Road Bore at 2161 Mathis Road.
line within the right-of way of Mathis Road AKA CR 123
as follows: (give location, length, general design, etc.)

Please see attachment.

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 all 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 1 complete sets of drawings attached to this notice.

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

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

Applicant agrees to notify 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 17th day of April, 2020.

General Special Provisions: Goforth will not bore until we ~~had~~ have county approval.

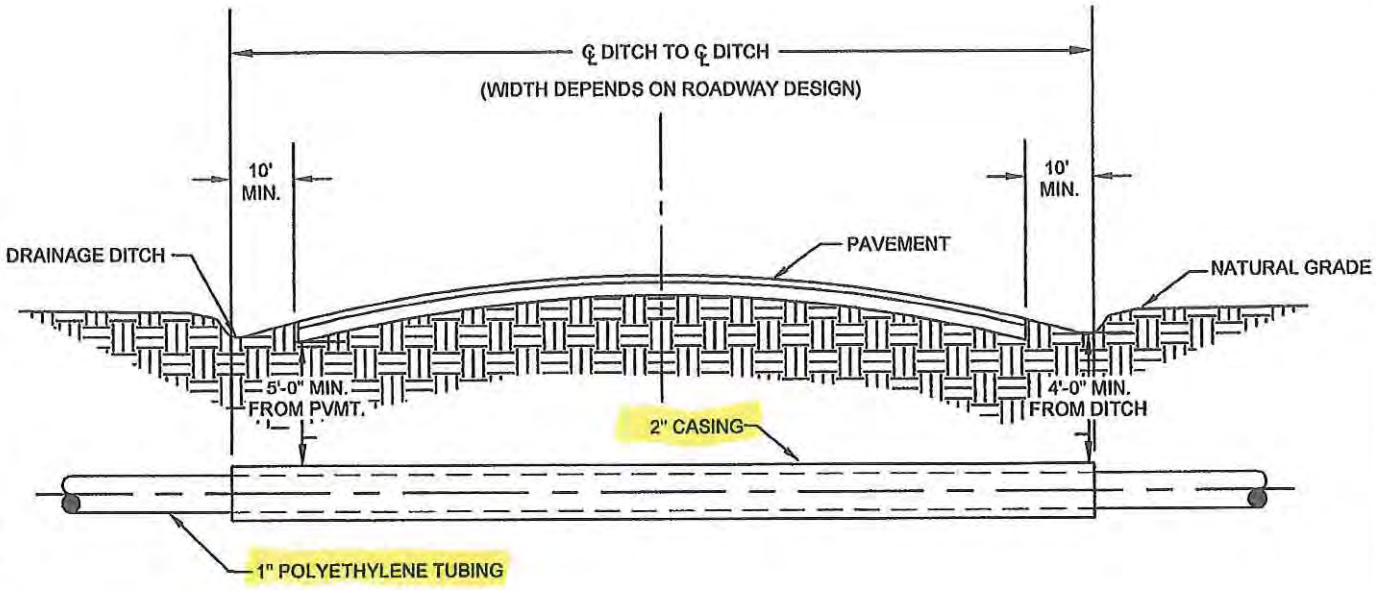
By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Goforth SUD
By (Print) Mario Tobias
Signature

Title General Manager
Address 8900 Nieder Kirchl Strasse
Niederwald Tx 78640
Phone 512-376-8695

Approved by Hays County Road & Bridge Department			
Signature		Title	Date

NOTE:
UNLESS OTHERWISE REQUIRED BY THE ROADWAY AUTHORITY, CASING PIPE SHALL BE ASTM D 2241, SDR21, OR ASTM D 1785, SCH. 40



NOTE: CASING SPACERS ARE REQUIRED FOR ALL LINES 6" AND LARGER

SERVICE LINE
BORING & ENCASEMENT DETAILS-RURAL

METER SERVICE DETAIL	
SCALE : NONE	REV. DATE : 3/07
DWG. W-5	

GOFORTH S.U.D.
HAYS, CALDWELL & TRAVIS COUNTIES, TEXAS
S:\Projects_1\0092-Goforth WSC\DETAILS\DETAILS-0507.dwg

HERSCHAP BACKHOE & DITCHING, INC.
PO DRAWER 489
BASTROP, TEXAS 78602

phone 512/303-3834 fax 512/581-0417

PROPOSAL

PROPOSAL SUBMITTED TO:	DESCRIPTION OF JOB:
Goforth Special Utility District	Bore @ 2161 Mathias Lane
	DATE: March 12,2020

ITEM	DESCRIPTION	QUANTITY	Unit Price	TOTAL
1	2" PVC bore on county road - Lump Sum	1	$ 3,500.00	$ 3,500.00
	TOTAL			$ 3,500.00

Giovanni

512-698-1891

2161 Mathias Lane

2161 Mathias Lane
Road Bore $3,500.00
2/6/2020 Due
Per John Once Paid Mario will get permit from Hays County

PAID 3/27/2020

With payment to be made as follows: upon completion of job

AUTHORIZED SIGNATURE Jon Herschap

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

DATE ACCEPTED _____ SIGNATURE _____

proposal.xls

PLUM CREEK WS
CR 157
FM 2001
Mathias Ln.
Palorthino Rd
FOSTER PLACE
MEADOW VISTA
CR 157
Goforth Rd.
CR 121
Martin Church Rd
CR 120
Williamson Rd.
PROP. STUDIO ESTATES
FM 2001
GOFORTH VILLAGE
HUBER ESTATES
GOFORTH
Mathias Ln
GOFORTH HILLS
Peaceful Valley Rd
Rohrde Rd. (CR 126)
THE RIDGE
SAVANNAH RIDGE
CR 123
216 I Bore Here
Graef Rd. (CR
ELM CREEK RANCH
COLLINS HEIGHTS
OUR PLACE
Green Pasture Dr.
CORONADO HILLS
DREAM RANCH
GREAT HILLS
THE PARKLANDS
PHASE 2
TRAILS OF CAMINO
THE RAILYARD
PLANT F
C.R. 127 (Hi
PHASE 1
Lonie Ln. (CR 128)
35
Co.
Co.

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 Justice of the Peace Pct. 2 Office to purchase one replacement Dell Latitude 5400 Laptop valued at $1,050.16 utilizing the Justice Court Technology Fund and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	$1,051

LINE ITEM NUMBER

112-627-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Beth Smith	JONES	N/A

SUMMARY

The JP2 Office is requesting approval to purchase one replacement laptop for the Justice Court Administrator. The current laptop is no longer under warranty or repairable. Funds are available in the JP Technology Fund for this purchase. No General Funds are required.

Budget Amendment:
Decrease Data Supplies: 112-627-00.5202
Increase Computer_Ops: 112-627-00.5712_400

Attachment: Dell Quote No. 3000060586044.1
DIR-TSO-3763
Contract #C000000006841

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000060586044.1**	Sales Rep	Chris Minchew
Total	**$1,050.16**	Phone	(800) 456-3355, 5138843
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	May. 05, 2020	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Jun. 04, 2020		
Deal ID	17318888		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2273

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	**$48.00**	**1**	**$48.00**
Dell Latitude 5400	**$963.47**	**1**	**$963.47**
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	**$38.69**	**1**	**$38.69**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$1,050.16**
Shipping:	**$0.00**
Non-Taxable Amount:	**$1,050.16**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,050.16**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2273

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	**$48.00**	**1**	**$48.00**

Estimated delivery if purchased today:
May. 11, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	470-ABQN	-	1	-

		Qty	Subtotal
Dell Latitude 5400	**$963.47**	**1**	**$963.47**

Estimated delivery if purchased today:
Jun. 08, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5400 BTX Base	210-ARXJ	-	1	-
I5-8365U Processor	379-BDLC	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRMF	-	1	-
Intel vPro Technology Enabled	631-ACBI	-	1	-
8GB, 1x8GB, DDR4 Non-ECC	370-AECX	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG	-	1	-
14" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEIO	-	1	-
Dual Pointing, Contacted SmartCard Reader, Displayport over Type-C	346-BFJQ	-	1	-
Dual Pointing US English Backlit Keyboard	583-BFKP	-	1	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	1	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0	555-BEDV	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	1	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
E5 US Power Cord	450-AAEJ	-	1	-
Latitude 5400 Quick Start Guide	340-CLYF	-	1	-

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

US Order	332-1286	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
Fixed Hardware Configuration	998-DNGJ	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell Latitude 5400 SRV	658-BEGG	-	1	-
Direct Ship Info	340-AAPP	-	1	-
Smart Select MIN SHIP (DAO/BCC)	340-CMDY	-	1	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	1	-
No Option Included	340-ACQQ	-	1	-
No Mouse	570-AADK	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
ENERGY STAR Qualified	387-BBNO	-	1	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	1	-
EAN label	389-BKKL	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
Latitude 5400 bottom door	321-BEKW	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-

		Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	**$38.69**	**1**	**$38.69**

Estimated delivery if purchased today:
May. 13, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	A8685380	-	1	-

Subtotal:	**$1,050.16**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,050.16**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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

Adopt a resolution and ratify the submission of a renewal grant application to the Texas Indigent Defense Commission for the Indigent Defense Coordinator grant project in the amount of $77,292 where the County will provide a cash match of 33% being $25,761.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	$25,761

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On August 6th, 2019, the Commissioners Court voted to submit an application to the Texas Indigent Defense Commission (TIDC) to fund the position of the Indigent Defense Coordinator. This grant-funded position is to assist with the County's appointment process and provide documentation that the Count is in compliance with the Fair Defense Act. The project period will be October 1, 2020 through May 11, 2021.

Attachments:
- TIDC FY2021 Indigent Defense Improvement Grant Renewal
- Budget
- Resolution

FY2021 Hays County Improvement Grant Program Intent to Submit Application
Multi-Year Grant Renewal

Official Requests for Applications (RFA) Notice on Texas Indigent Defense Commission website
(If a conflict exists between this webpage and the RFA, the RFA prevails.)

Steps in Application Process

- Review the eligibility requirements. Each year the Commission adopts specific measures as eligibility requirements for the Improvement grant funds. These measures are intended to encourage each county's compliance with statutory requirements or policy and standards adopted by the Commission. The compliance checklist maintained by the special counsel is shown below. Counties not meeting plan eligibility requirements should contact Wesley Shackelford to resolve any compliance issues **before the ISA is due (5:00PM on May 11, 2020).**

Indigent Defense Plan Review Summary
(As of 5/6/2020)

District Plan	County Plan	Juvenile Board Plan
Approved	Approved	Complete

The plan requirements appear to have been met.

- Verify the data on this page and update if necessary.
- Abbreviated Description of Program– Counties will submit a short description of an indigent defense improvement the courts or county want to implement.
- Internet Submission Required– All county judges, local administrative district judges, local administrative statutory county judges, and county fiscal officers have been assigned a unique user name and password for grant application submission. Please contact the Commission Grants Administrator if other persons need access to the system or if the access information was misplaced.
- Court Commitment– The ISA must contain a letter of support from at least one judge who will be affected by or participate in the proposed program. A judge hearing criminal or juvenile matters may complete the on-line ISA without a letter but the full application will need a court commitment document (Attachment B). Please scan and email these documents to the Grants Manager Edwin Colfax (EColfax@tidc.texas.gov).
- Due Date for Continuing Grant Applications – Application and supporting documents must be submitted by 5:00 PM on May 11, 2020 on the website (http://tidc.tamu.edu). A confirmation number will be assigned to all online application submissions.

This form is completed using the information currently available to the Commission. Please review and make any corrections necessary.

Please review the Request for Applications before completing this form. Please contact the Grants Manager Edwin Colfax (EColfax@tidc.texas.gov) if you have any questions.

Primary County **Hays**
Fiscal Year **2021**

Type of Grant:
- ○ **Single-Year Improvement Grants** - These are competitive grants. Awarded activities are funded on a reimbursement basis. A cash match is recommended unless the county can demonstrate sufficient cause for full funding. (Applications for videoconference (VTC) equipment and applications requesting full-time equivalent positions require a 50% match.)
- ◉ **Multi-year Improvement Grants** - These are competitive grants that require a cash match The multi-year Improvement grant fund will pay up to 80% of total program costs in the first year; 60% in the second year; 40% in the third year; and 20% in the fourth year. Awarded

activities are funded on a reimbursement basis. A county will be required to re-apply for continued funding after each grant year. The following application characteristics shall be given priority in deciding funding:

- Programs that provide direct services to indigent defendants.
- Establishment of public defender offices.
- Establishment of regional public defender offices.
- Programs that provide mental health defender services.
- Programs that provide juvenile defender services.

Year of Grant: **2**

Select counties participating in the Improvement ID Grant Proposal

Available Counties		Selected Counties
Anderson Andrews Angelina Aransas Archer Armstrong Atascosa Austin	Add Remove Add All Remove All	Hays

State Payee Identification number: 097494884

Division or unit within the county to administer the grant: Hays County Judge's Office

Official County Mailing Address

Address (line 1): 712 S. Stagecoach Trail

Address (line 2 if needed): Suite 1045

City: San Marcos

State: TX

ZIP: 78666

Program Title: Please provide a simple and unique title for the program. *(250 characters maximum)*

Hays County County Indigent Defense Coordinator Program

Estimated Total Program Cost: $77,292.00

Estimated Cash Match by County: $25,761.00

Estimated Grant Award Amount: $51,531.00

Officials Designated at the County Level

The County Judge and Financial Officer positions must be designated according to rule. The County Judge is the elected Constitutional County Judge for the county. The Financial Officer must be the County Auditor, or in the case of counties which do not have a county auditor, the County Treasurer. In order to streamline communications, all grant communication will be with the Program Director. If the information for these positions is out-of-date, click on Cancel, update these positions from the county home page, and then re-enter this application.

The County Judge is **Ruben Becerra.**

The Financial Officer is the County Auditor, **Marisol Alonzo.**

Grant Officials

The Program Director must be an officer or employee responsible for the program operation or monitoring and who will serve as the point-of-contact regarding the program's day-to-day operations. The Authorized Official must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official. The program director and the authorized official may be the same person. The financial officer may not serve as the program director or the authorized official. *Texas Government Code §173.301(a)*. Please indicate who you anticipate as the grant officials. If you are allowed to proceed, this may still be changed on the Tier 2 Application.

Program Director

Stephen Michael Thomas
712 S. Stagecoach Trail
Suite 3240
San Marcos, TX 78666

phone: 512-393-7700
Fax: 512-393-7713
email: steve.thomas@co.hays.tx.us

Change

Authorized Official

Ruben Becerra
111 E. San Antonio Street
Suite 300
San Marcos, TX 78666

phone: 512-393-2205
Fax:
email: judge.becerra@co.hays.tx.us

Change

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

Additional notes or proposed changes:

ISAID 1000536

Save Submit Reset Cancel

Printable 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 the acceptance of a revised grant award from the Texas Indigent Defense Commission (TIDC) for the Indigent Defense Coordinator Program adding an additional amount of $6,105 totaling $67,446 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	N/A

LINE ITEM NUMBER

001-899-99-125]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On August 6th, 2019 the Commissioners Court voted to submit an application to the Texas Indigent Defense Commission (TIDC) for the Indigent Defense Coordinator program. To ensure the appropriate program costs are covered TIDC has awarded additional funding to cover the personnel costs as well as adjustments to operating costs.

Attachment: Revised FY2020 Improvement Grant Statement of Grant Award

TEXAS INDIGENT DEFENSE COMMISSION

Revised FY2020 Improvement Grant
Statement of Grant Award

Grant Number:	212-20-**D9H**
Grantee Name:	Hays County
Program Title:	Indigent Defense Coordinator Program
Grant Period:	10/1/2019-9/30/2020
Grant Award Amount:	~~$61,341~~ **$67,446**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Com~~mission by Augu~~st 15, 2019 **March 15, 2020**. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	Original Award	**Revised Award**
1) Personnel (Total Number of FTEs: 1)	~~$49,913~~	$49,913
2) Fringe Benefits (max, depending on insurance cost)	~~$10,217~~	$22,279
3) Travel and Training	~~$1,700~~	$2000
4) Equipment	~~$11,846~~	$7,016
5) Supplies	~~$3,000~~	$3,100
6) Contract Services		
7) Indirect Costs		
Total Proposed Costs	~~$76,676~~	**$84,308**
Less Cash from Other Sources- County Match	~~$15,335~~	**$16,862**
Total Amount Funded by Commission	~~$61,341~~	**$67,446**

Standard Grant Conditions:

- The authorized official for the grantee must accept the grant award by signing below.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2019, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A, which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award if necessary and submit it to the Commission by November 1, 2019.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

_____

Signature of Authorized Official

_____

Name & Title (please print)

_____

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

— The budget appearing in this Statement of Grant Award is based on costs for one year. The intended funding plan is to provide reimbursement of 80 percent of eligible program costs in the first year, 60 percent in the second year, 40 percent in the third year, and 20 percent in the fourth and final year of Commission support. If the County has a delayed start, the County may request that the grant term or future year awards be adjusted to fulfill the 48 months of the funding plan described above. The county must submit a continuing grant renewal request for each fiscal year as described in the annual Improvement Grant Request for Applications.

— Indigent Defense Coordinators (IDCs) are dedicated to improving the appointment process and providing documentation that a county is in compliance with the Fair Defense Act. IDCs have reduced administrative time that judges must devote to indigent defense activities. They can also enhance processes for fair, neutral and non-discriminatory appointment practices. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs. **IDCs are not to be confused with court administrators, secretaries, or court docket managers.**

— This grant requires quarterly progress reports to provide information on the operation of the program. The Commission grant manager will create an online progress report to document the work performed in this program. The County may request modifications to the online report when the report items do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

— The County will submit quarterly expenditure reports to obtain reimbursement of the scheduled percentage of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

— The County or its designee must provide to TIDC staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted.

— Requests to revise the scope, target, or focus of the project, or substantively alter project activities require advance written approval from TIDC.

— Budget adjustments consisting of reallocations of funds among or within budget categories in excess of $10,000 or ten percent of the original approved budget, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of the Commission.

— Equipment costs listed in the first-year start-up budget will not be carried forward into subsequent years of funding.

— The County must develop and submit to the Commission a process for handling complaints about attorneys. This should include collection and review of complaints by the Indigent Defense Coordinator as well as communication of the complaints with the judges. The process must be **submitted with the first progress report after the coordinator is hired.**

Grant Application Follows

Indigent Defense Coordinator Program
FY2020 Hays County Menu Option Discretionary Grant
Application Submitted by Lindsay Mcclune at 8/7/2019 10:45:22 AM
The Discretionary Grant Application Confirmation Number is D202010520190807.

Official Requests for Applications (RFA) Notice on Texas Indigent Defense Commission website
(If a conflict exists between this webpage and the RFA, the RFA prevails.)

This form is completed using the information currently available to the Commission. Please review and make any corrections necessary.

Confirmation Number	**D202010520190807**
State Payee Identification number	097494884
	Official County Mailing Address
Address (line 1)	712 S. Stagecoach Trail
Address (line 2 if needed)	Suite 1045
City	San Marcos
State	TX
ZIP	78666

Program Title: Hays County County Indigent Defense Coordinator Program

Allowable Uses:

Hays County agrees to implement the Indigent Defense Coordinator program to improve the county's appointment process and to provide documentation that a county is in compliance with the Fair Defense Act. IDCs reduce administrative time of judges spent on appointments. [County] County agrees to use the IDC to enhance processes to ensure that appointment practices are fair, neutral and non-discriminatory. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs.

Required Program Elements:

Hays County Agrees to the Following Required Program Elements (You must agree to all by checking each of the required program elements to recive an award.)

- [x] Must perform all appointments (in and out of court) as the designee of the judge or judges
- [x] Must maintain the rotation default system on assigned counsel systems and monitor the frequency and reasons of exception for off list appointments
- [x] Must report summary of appointment data to judges at least monthly
- [x] Must manage the graduated list of court appointed attorneys for judges and receive applications for advancements or adjustments as higher qualifications are met by attorneys
- [x] Must monitor appointment list and attorneys' completion of continuing legal education (CLE) to meet minimum requirements of local plan and Commission rules
- [x] Must review invoices submitted by attorneys and compare to appointment schedule prior to judicial approval
- [x] Perform training for law enforcement, magistrates, local bar, and other stakeholders on indigent defense plan(s) adopted by courts
- [x] Report directly to the judges (rural) or board of judges (mid-size or urban)
- [x] Develop procedures to track attorney contact with client, which includes tracking, investigating and reporting allegations of attorneys not meeting their clients within statutory or plan requirements
- [x] Must involve all courts in the jurisdiction (rural and mid-sized) or all of the judges of a type of court (urban)

TIDC Indigent Defense Coordinator
Budget Breakdown

Budget Sub-Category	Amount
Base Salary	$49,913.00
Fringe Benefits[1]	$10,477.00
Insurances	$11,802.00
Desk	$1,800.00
Filing Cabinets	$600.00
Book Shelf	$200.00
Office Chair	$250.00
VDI (Desktop Computer)	$540.00
27" Monitor x2	$490.00
Laptop w/Docking Station	$1,509.00
Speakers	$25.00
Printer (HP LaserJet Pro)	$500.00 (Price increased to cover inflation)
Scanner (Fujitsu FI-7180)	$1,642.00
Copier Lease[2]	$3,200.00 (yearly)
Mifi Personal Hotspot	$0.00 (Service paid for by I.T.)
Office Phone (Landline)	$600.00 (yearly)
Cell Phone	$600.00 (yearly)
Adobe Pro License	$400.00
General Office Supplies[3]	$5500.00
Travel	$500.00
Training	$1,500.00

Total Amount: **$92,048.00**
County's Match at 20%: **$18,409.60**

TIDC approved budget of excludes $3200 annual copier lease, desktop PC (requested in addition to approved laptop+docking station+dual monitors), printing/forms and postage included in supplies line and detailed in footnote below.

[1] The fringe benefits broken down are social security at $3,094.00, Medicare at $723.74 and. Retirement at $6,398.83.
[2] For a large Xerox printer/copier/fax.
[3] Postage was calculated into the cost of General Office Supplies at $2000.00 and printing/forms cost at $2000.00.

Timeline for Reporting and Fund Distribution

Reports will be submitted through the TIDC grant management website at tidc.tamu.edu

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2019 through December 2019	Grant Expenditure Report Progress report	January 15, 2020	February 2020
January 2020 through March 2020	Grant Expenditure Report Progress report	April 15, 2020	May 2020
April 2020 through June 2020	Grant Expenditure Report Progress report	July 15, 2020	August 2020
July 2020 through September 2020	Expenditure Report Progress report	October 15, 2020	November 2020

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve a three (3) month contract extension with SI Mechanical, LLC related to IFB 2017-B06 for Air Conditioning & Heating Services for a period not to exceed August 31, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	N/A

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	SMITH	N/A

SUMMARY

IFB 2017-B06 for A/C & Heating Services was awarded to SI Mechanical in June 2017 for a one-year term, with four additional options to renew. They are currently in the third renewal option which will expire on May 31, 2020. While there is one (1) remaining renewal option, County Staff is recommending issuance of a new solicitation to ensure the County is getting the best value. Countywide Operations has requested the contract be extended for a period of three (3) months, not to exceed August 31, 2020 to allow for the formal solicitation process.

Attachment: SI Mechanical contract extension

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

April 14, 2020

SI Mechanical
PO Box 1617
Manchaca, Texas 78652

RE: Contract Extension

The annual contract for AC & Heating Services, IFB 2017-B06 is scheduled to expire on May 31, 2020, with one (1) renewal option. Hays County would like to temporarily extend the current contract for a period not to exceed 92 days while a new contract is secured. This contract extension will not provide for any price increase or alterations to the current terms and conditions. This extension will expire upon the execution of a new contract pursuant to solicitation number RFP 2020-P01 or on August 31, 2020, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to purchasing@co.hays.tx.us and return original to the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Riley Sullivan	SI Mechanical LLC
Signature	Company
Riley Sullivan	May 6, 2020
Printed Name	Date

Approved by the Hays County Commissioners Court on: _____

Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 2 mechanic shops, a welding shop, and a tire shop located at 15095 Camino Real, Kyle, Texas 78640.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Manuel Torres is proposing an OSSF to serve 2 mechanic shops, a welding shop, and a tire shop. This system will accommodate up to 2 employees and up to 51 customers per day. This 12.90-acre tract of land will be served by a public water system.
The system designer, Jim Conner, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 300 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 County Judge to execute Change Order #1 to the Professional Services Agreement between Hays County and LJA Engineering related to right of way coordination services along Cotton Gin Road in Precinct 2 executed on or about December 10, 2019.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	N/A

LINE ITEM NUMBER

Fund 153

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

The attached change order reflects an reducing $157,500 on the Appraisals, adding $42,000 for Initial Appraisal Review, and adding $78,000 for the addition of adding replacement utility easements for each parcel and producing waiver valuations in lieu of as many appraisals.

Attachment: LJA Change Order No. 1

Hays County Transportation Department Change Order Request Form

Date: 5-7-2020 Contract Performance Date: 12-10-2019

Project Name: Cotton Gin Road – Right of Way Coordination Services

Contract number: 19-03789

Contractor/Consultant: LJA Engineering, Inc.

Change Order Number: 01

Change in Scope Necessitating Change-Order:

See attached proposal and revised scope provided by LJA Engineering.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	$ 796,000.00
Net Amount of Previously Authorized Change Order:	$ (37,500.00)
Net Amount for this requested change order:	$ -0-
Total Contract Amount with all change orders:	$ 758,500.00
Original Contract Performance Length:	365 Days
Net previous schedule change orders:	-0- Days
Net Schedule adjustment requested this change order:	-0- Days
Total performance days with change orders:	365 Days

Contractor: _____ Sign: _____ Date: _____

Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

LJA ENGINEERING

2700 La Frontera, Suite 150, Round Rock, Texas 78681
t 512.767.7300 LJA.com TBPE F-1386

May 7, 2020 **SUPPLEMENTAL PROPOSAL**

Mark Jones
Hays County
County Commissioner Precinct 2
5458 FM 2770
Kyle, TX 78640
Sent via email: mark.jones@co.hays.tx.us
cc: jennifer.scott@hays.tx.us; cc: vickie.dorsett@hays.co.hays.tx.us

Re: Supplemental Proposal for Cotton Gin Road
LJA Proposal No.: 19-03789 CO1

Dear Commissioner Jones:

LJA Engineering, Inc. (LJA) is pleased to submit this supplemental proposal to provide services for the above referenced project.

This Proposal is made pursuant to the terms and conditions of the Professional Services Agreement (PSA) entered into on December 10, 2019 by and between LJA Engineering, Inc. (LJA) and Hays County (Client).

It has become necessary to amend this proposal by including/amending the following:

I. Exhibit A is amended by adding Exhibit A-1 – Scope of Services
II. Exhibit B is amended by adding Exhibit B-1 – Fee Schedule

COMPENSATION

Our compensation for these professional services will be amended by reducing $157,500 on the Appraisals, adding $42,000 for Initial Appraisal Review, and adding $78,000 for the addition of adding replacement utility easements for each parcel and producing waiver valuations in lieu of as many appraisals. The new Not to Exceed total will be **$758,500.00** which represents a reduction in the total contract amount**.** Should work outside the attached scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning any additional services.

If this proposal meets with your approval, your signature below will be sufficient authorization to commence the stated work.

LJA appreciates the opportunity and look forward to working with you again. If you have any questions regarding this proposal, please do not hesitate to contact me at 512-439-4738.

Sincerely,

Kenneth G. Schrock, PE
Senior Vice President

Accepted By:
Hays County, Texas

By:_____

Title:_____

Date:_____

Attachments

Exhibit "A"
Right of Way Acquisition Scope of Services

Cotton Gin Road, from Goforth Road to SH 21
Hays County and LJA Engineering, Inc.

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

1.0 Project Administration

1.1 Communication

1.1.1 Maintain current status reports of all parcel and project activities and provide monthly to Hays County/designee.

1.1.2 Participate in monthly or bi-monthly project review meetings at dates and times determined by Hays County/designee.

1.2 File Management

1.2.1 Primary project and parcel files will be kept in LJA's Round Rock office.

1.2.2 Prepare monthly invoices, with any applicable supporting documentation.

1.2.3 Maintain records of all payment amounts.

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

1.2.5 Deliver to Hays County/designee at completion of the project the final parcel files in electronic format.

2.0 Title Services

2.1 Obtain preliminary title commitment or preliminary title search, and five-year sales data from the selected title company providing title insurance. Any cost of preliminary title commitments will be paid by Hays County/designee and is not included in this scope of work.

2.2 Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by Hays County/designee and is not included in this scope of work or fee schedule.

2.3 Ensure title company provides title insurance for all parcels acquired, insuring acceptable title to Hays County/designee. Written approval by Hays County/designee is required for any exception. Cost of title insurance is paid by Hays County/designee and is not included in this scope of work or fee schedule.

2.4 The cost of all curative work necessary to provide clear title to Hays County/designee is the responsibility of LJA and is included in the negotiated fee schedule for this service, with the exception of recording fees outside the parcel closing handled by the title company. Any recording fees paid by LJA are reimbursable as a miscellaneous expense in the following fee estimate.

3.0 Initial Appraisal and Initial Appraisal Review

3.1 Appraisers must be selected from TxDOT's list of state approved fee appraisers.

3.2 Secure written permission from the owner to enter the property from which land is to be acquired. If either LJA or its' subconsultant, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from Hays County/designee. Maintain permission letters with appraisal reports.

3.3 Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel, using forms similar to acceptable TxDOT forms.

3.4 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.

3.5 Prepare complete appraisal report for each parcel to be acquired using a form similar to the TxDOT A-5 form. These reports shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

3.6 As necessary, prepare written notification to Hays County/designee of any known environmental concerns associated with the ROW to be acquired, which could require environmental remediation.

3.7 All completed appraisals will be sent to reviewer and an appraisal review report will be prepared using a form similar to the TxDOT A-10 form. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.

3.8 All completed appraisals will be administratively reviewed and approved by Hays County/designee.

3.9 As necessary, the appraiser will appear and/or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings. The fee schedule does not include the cost for any preparation and/or testimony by the appraiser in Eminent Domain proceedings.

4.0 Negotiation Services (Fee Simple and Easement Interests)

4.1 Contact owners to obtain a right of entry agreement for surveying and other required due diligence.

4.2 If appraisal reports are ordered for any parcel, analyze them and confirm Hays County/designee approved value prior to making an offer for each parcel. Prepare a waiver valuation based on the Hays County Appraisal District assessed value on all parcels with an expected purchase price of less than $25,000 but notify property owner of the option to receive an appraisal if compensation is expected to be above $10,000.

4.3 Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies.

4.4 Provide property owners with a Notice of Intent to Acquire letter and the Texas Landowner's Bill of Rights, sent to the address for the owner indicated by County Tax Office.

4.5 Prepare initial offer letter and mail initial offer package with appraisal by certified mail, return receipt requested (CMRRR), and include the Texas Landowner's Bill of Rights. An attempt will be made to meet with the property owner in person to make the initial offer, based on the appraisal or waiver valuation, as applicable.

4.6 Attend a maximum of three (3) meetings with each property owner during the initial offer period.

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

4.8 Respond to property owner inquiries within two business days.

4.9 Prepare a separate negotiator contact report for each parcel.

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

4.11 Transmit to Hays County/designee any written counteroffer from property owners including supporting documentation, and LJA recommendation with regard to counteroffer.

4.12 If necessary, prepare final offer letter, document(s) of conveyance, and mail final offer letter package by certified mail, return receipt requested (CMRRR).

4.13 Attend a maximum of one (1) meeting with each property owner during the final offer period.

4.14 Appear and provide Expert Witness testimony, when requested.

4.15 Securing a Possession and Use Agreement, as needed, is part of general Negotiation Services.

5.0 Closing Services

5.1 Coordinate with title company and landowners/lenders to obtain release of liens. This includes the preparation of a partial release of lien or a subordination/consent of lienholder form, as required to clear title. Pay the necessary application fees required by lenders as a pass-through expense to Hays County/designee.

5.2 Coordinate with title company to obtain an updated title commitment, along with other forms and landowner-signed instrument(s) of conveyance and/or fully-executed purchase contract necessary to request a check from Hays County/designee.

5.3 Order Buyer and Seller(s) Closing Statement and Addendum from the title company and request check for the full acquisition and closing costs from Hays County/designee.

5.4 Attend closings, if not a “mail-out”, and provide closing services in conjunction with title company.

6.0 Relocation Services

6.1 Notify all potential displacees of eligibility for relocation assistance and advisory services. Complete a form similar to the TxDOT form ROW-R-CE, for all displacees.

6.2 Contact and provide relocation assistance to property owners and tenants affected by acquisition of right of way. Complete a form similar to the TxDOT form ROW-R-96, for all displacees.

6.3 Calculate replacement housing supplement benefits on a form similar to the TxDOT Form ROW-R-107.

6.4 Compute and submit request for relocation housing/rental supplement to Hays County/designee for approval.

6.5 Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package.

6.6 Sixty days from date of delivery of relocation benefits package, if displacees have not vacated and if the parcel has been acquired, issue a 30-day letter.

6.7 Perform a decent, safe, and sanitary inspection of the replacement housing.

6.8 Prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves.

6.9 Request moving estimates from moving companies as needed.

6.10 Coordinate moves with displaced homeowners, business owners, and tenants and with moving companies.

6.11 Maintain relocation contact logs.

6.12 Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.

6.13 Process and compute increased interest payments, as required.

6.14 When moves exceed $20,000, submit a moving plan for the business owner or tenant.

6.15 Relocation agent shall be available for any appeals or hearings. The fees for any relocation agent attending appeals or hearings is not included in this scope of services and would require an additional services request.

6.16 Prepare all relocation payment claim submissions for all displacees on parcel.

6.17 Deliver payments to displacees.

7.0 Condemnation Support Services

7.1 Upon issuance of the final offer, request an updated title commitment for Eminent Domain from the title company.

7.2 Use the information from the title commitment to join all interested parties.

7.3 Prepare a packet including but not limited to copies of the following documents: title Commitment, negotiator’s report/log, appraisal acknowledgment, appraiser’s pre-appraisal contact sheet, signed and sealed property description, survey plat, initial offer letter, final offer letter, any correspondence from the landowner or

their representatives, along with one copy of the appraisal report. Submit packet to Hays County Attorney/designee's Attorney.

8.0 Items to be Provided by Hays County/designee

8.1 Hays County/designee will provide any appraisal prepared for or obtained by Hays County/designee the last 10 years related to the whole property impacted by the taking.

8.2 Hays County/designee will provide templates for any documents to be used in the performance of the services to be signed by landowners to include the deed, easement, other applicable conveyance instruments, and the purchase contract/agreement. Hays County/designee will also provide templates or approve documents LJA prepares for Notice of Intent to Acquire, Initial Offer Letter, and Final Offer Letter prior to submittal to the landowner.

8.3 Hays County/designee will immediately notify LJA in writing of any changes in the project design, policies, procedures, processes or documents approved for use that would impact ongoing negotiations or closings of parcels.

8.4 Hays County/designee will provide a summary of prior communications with impacted landowners had by Hays County/designee, related to this project.

8.5 Hays County/designee will provide field notes and survey plats in final form, a set of plans and profile pages, specifications of the size and scope of project and a summary of prior communications with impacted landowners had by Hays County/designee.

8.6 Survey plats provided by Hays County/designee shall show exceptions listed on the title commitment, that impact the area of the taking.

Any additional services needed beyond the items listed above are not included in this scope of services. Any additional services that may be needed or requested by the Client are subject to the preparation of a Supplemental, to include additional scope items and/or funding.

EXHIBIT B

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

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

Approval of request made by Maria Clapp for refund of penalties and interest on her 2019 property tax payment, citing Section 33.011(k) of the Texas Property Tax Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	$53.73

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jenifer O'Kane	BECERRA	INGALSBE

SUMMARY

At some point during the 2019 tax year, Ms. Clapp was no longer required to fund an escrow account through her mortgage company. However, the mortgage company had already reached out to the Tax Office to have her bill sent directly to them. They did not mail a copy of the bill to Ms. Clapp, as required by Section 31.01(j) of the Texas Property Tax Code. The taxes, penalty and interest were paid on March 30, 2020 (which is within the required 21 days from the date the taxpayer knew of the delinquency).

Request for Waiver of Penalties and Interest

Request Date: 4/6/2020

Account Information

Quick Ref ID: R31468

Taxpayer name: Maria Capp

Mailing address: [redacted]

Phone Number: [redacted]

Email Address: [redacted]

Reason for Request

Texas Tax Code Section 33.011 allows a taxing unit to waive penalty and interest in limited, defined circumstances. PLEASE READ THE "INFORMATION REGARDING REQUESTS FOR WAIVER OF PENALTY AND INTEREST" SHEET BEFORE FILLING OUT THIS FORM. AS DESCRIPTIONS BELOW ARE SIMPLIFIED EXPLANATIONS.

Please check the appropriate scenario that applies.

☐ **Tax Office or Appraisal District Error** [Section 33.011(a)(1)]: An act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency date.

☐ **Tax Statement is Returned Undeliverable** [Section 33.011(b)]: A tax statement was returned undeliverable to the tax office, the tax office did not send another tax statement at least 21 days before the delinquency date, and the returned tax statement was due to an act or omission of an officer, employee, or agent of the tax office.

☐ **Electronic Payment Error** [Section 33.011(h)]: The taxpayer submits sufficient evidence showing they attempted to pay the original tax amount electronically in the proper manner before the delinquency date, that failure to pay was caused by an error in the transmissions of the funds.

☐ **Payment mailed to an incorrect address** [Section 33.011(a)(3)]: The taxpayer submits sufficient evidence showing payment was timely mailed to an incorrect address that would have been correct in a prior tax year AND would have been correct within one year of the date the payment was mailed.

☐ **Mail or Private Carrier Error** [Section 33.011(j)]: The taxpayer submits sufficient evidence showing payment was timely mailed, but that an act or omission of the postal service or private carrier resulted in postmark or delivery being after the delinquency date.

☐ **Religious Organization** [Section 33.011(a)(2)]: The property for which the tax is owed was acquired by a religious organization and before the first anniversary of the date the religious organization acquired the property, the organization paid the tax and qualified the property for the exemption.

☐ **Property was Omitted, Erroneously Exempted, Value Added, or Added Under a Different Account Number** [Section 33.011(i)]: If the delinquency relates to a date prior to ownership of the property AND the delinquency is a result of omitted property later added the appraisal roll, the property was erroneously exempted, the property had appraised value added, or if the property was added under a different account number when the prior owner owned the property.

☑ **Mortgage Company Error** [Section 33.011(k)]: The property for which the tax is owed is subject to a mortgage that does not require the owner of the property to fund an escrow account for payment of property taxes. The tax bill was sent to the mortgagee, who failed to mail a copy of the bill the the owner of the property, as required by Section 31.01(f).

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

Please attach a separate page that includes all supporting documentation relating to this request for waiver of penalty and interest. The Committee will only review documentation and evidence provided AT THE TIME OF THE REQUEST. Any documentation or evidence not provided with the request will not be considered in your waiver determination. All requests must be received before the 181st day after the delinquency date and include sufficient evidence to substantiate the reason for waiver of penalty and interest. The Committee WILL NOT RECONSIDER final recommendations once issued.

Email requests to jenifer.okane@co.hays.tx.us

You may submit requests by mail or hand-deliver to:
Hays County Tax Office
712 S. Stagecoach Trail, Suite 1120 – San Marcos, TX 78666

[redacted] 4/14/2020

Taxpayer Signature *Date*

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

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

Approval of request made by Victoria Wong for refund of penalties and interest on her 2019 property tax payments, citing Section 33.011(j) of the Texas Property Tax Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 12, 2020	$43.56

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jenifer O'Kane	BECERRA	SMITH

SUMMARY

Ms. Wong's postmark cancellation date on her property tax payment reads 2.1.2020. See attached proof that the payment was deposited with UPS on the specified due date, January 31, 2020, warranting a refund of penalty and interest charges.

Request for Waiver of Penalties and Interest

Request Date: 12 March 2020

Account Information

Quick Ref ID: R 44808 R44724

Taxpayer name: Samuel R Mensch & Victoria Yee Wong

Mailing address: [redacted]

Phone Number: [redacted]

Email Address: [redacted]

Reason for Request

Texas Tax Code Section 33.011 allows a taxing unit to waive penalty and interest in limited, defined circumstances. PLEASE READ THE "INFORMATION REGARDING REQUESTS FOR WAIVER OF PENALTY AND INTEREST" SHEET BEFORE FILLING OUT THIS FORM, AS DESCRIPTIONS BELOW ARE SIMPLIFIED EXPLANATIONS.

Please check the appropriate scenario that applies.

☐ **Tax Office or Appraisal District Error** [Section 33.011(a)(1)]: An act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before the delinquency date.

☐ **Tax Statement is Returned Undeliverable** [Section 33.011(b)]: A tax statement was returned undeliverable to the tax office, the tax office did not send another tax statement at least 21 days before the delinquency date, and the returned tax statement was due to an act or omission of an officer, employee, or agent of the tax office.

☐ **Electronic Payment Error** [Section 33.011(h)]: The taxpayer submits sufficient evidence showing they attempted to pay the original tax amount electronically in the proper manner before the delinquency date, that failure to pay was caused by an error in the transmissions of the funds.

☐ **Payment mailed to an incorrect address** [Section 33.011(a)(3)]: The taxpayer submits sufficient evidence showing payment was timely mailed to an incorrect address that would have been correct in a prior tax year AND would have been correct within one year of the date the payment was mailed.

☒ **Mail or Private Carrier Error** [Section 33.011(j)]: The taxpayer submits sufficient evidence showing payment was timely mailed, but that an act or omission of the postal service or private carrier resulted in postmark or delivery being after the delinquency date.

☐ **Religious Organization** [Section 33.011(a)(2)]: The property for which the tax is owed was acquired by a religious organization and before the first anniversary of the date the religious organization acquired the property, the organization paid the tax and qualified the property for the exemption.

☐ **Property was Omitted, Erroneously Exempted, Value Added, or Added Under a Different Account Number** [Section 33.011(i)]: If the delinquency relates to a date prior to ownership of the property AND the delinquency is a result of omitted property later added the appraisal roll, the property was erroneously exempted, the property had appraised value added, or if the property was added under a different account number when the prior owner owned the property.

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

Important

Please attach a separate page that includes all supporting documentation relating to this request for waiver of penalty and interest. The Committee will only review documentation and evidence provided **AT THE TIME OF THE REQUEST**. Any documentation or evidence not provided with the request will not be considered in your waiver determination. All requests must be received before the 181st day after the delinquency date and include sufficient evidence to substantiate the reason for waiver of penalty and interest. **The Committee WILL NOT RECONSIDER final recommendations once issued.**

You may submit requests by mail or hand-deliver to:
Hays County Tax Office
712 S. Stagecoach Trail - San Marcos, TX 78666

Email requests to

Victoria Yen Hong — 12 March 2020

Taxpayer Signature — *Date*

Falsifying statements on this form is a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

The UPS Store
Print & Business Services

The UPS Store®#1548
10940 S Parker Rd
Parker, CO 80134
303.841.8483
store1548@theupsstore.com

To Whom it Concerns:

On January 31, 2020 Victoria Wong came into the UPS Store to mail a letter. She insisted that the letter be mailed on January 31 and no later. We advised that the meter strip showing the date of January 31, 2020 is the post mark proving the date of when it was mailed and that the letter would be picked up by a postal carrier on January 31, 2020.

The letter was picked up by a postal carrier on January 31, 2020.

If you need verbal confirmation that the letter was picked up by a postal carrier on January 31, 2020 feel free to reach out to me at the information below.

Eva Page

UPS Store Manager
10940 S Parker Rd
Parker CO 80134
303-841-8483
Store1548@theupsstore.com

The UPS Store Center 1548
10940 S. PARKER RD.
PARKER, CO 80134-7440

01/31/2020 02:36:24 PM Reg:002 Tran:7864

Journal View

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031143624
031143624 01/31/20 1548 002 7864 02    02:36 PM
031143624 CLERK # 2626 Evelyn Hawk
031143625 001 000007 (022)              T2 $   0.80
031143625     First Class Letter
031143628                         SubTotal $   0.80
031143628                            Total $   0.80
031143628                             Cash $   1.00
031143628                           Change $   0.20-
031143628 RECEIPT ID# 82370688934610888836
031143630 EJ: End Of Tran
031143644 Evelyn Hawk Signed Off
031143849 Evelyn Hawk Signed On
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Sam and Victoria
M & W
9006 Nowoods Gln Ct Parker CO 80134

#9992
$ 2879.77
R44724
R44808
Feb date

DENVER CO 802
JAN 31 '20

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 000.50⁰
0000315736 JAN 31 2020
MAILED FROM ZIP CODE 80134

$200⁻
P+I

Jenifer O'Kane
HAYS COUNTY TAX ASSESSOR-COLLECTOR
712 S STAGECOACH TRAIL, SUITE 1120
SAN MARCOS, TX 78666-6073

Jenifer O'Kane

From: Matthew Tepper <Matthew.Tepper@mvbalaw.com>
Sent: Wednesday, April 29, 2020 1:00 PM
To: Jenifer O'Kane
Subject: RE: Message from "TAX-RicohMP4055-GC"

Jenifer,

I think that is sufficient evidence to establish that the payment was made before the delinquency date as is required by section 1.08(3).

Hope you are doing well.

Matthew Tepper | Attorney
E-mail : Matthew.Tepper@mvbalaw.com
Main : 512-323-3200
Fax : 512-323-3294

-----Original Message-----
From: Jenifer O'Kane <jenifer.okane@co.hays.tx.us>
Sent: Wednesday, April 29, 2020 12:18 PM
To: Matthew Tepper <Matthew.Tepper@mvbalaw.com>
Subject: FW: Message from "TAX-RicohMP4055-GC"

Message was sent from outside the firm

Hi Matthew,

What is your opinion on this request? I think it's fine, but wanted to get your take on it before I send it to court.

Respectfully,

Jenifer O'Kane, PCC
Hays County Tax Assessor-Collector
712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666
512.393.5545 PH
512.393.5547 FX
www.hayscountytax.com

-----Original Message-----
From: printer@hayscountytx.com <printer@hayscountytx.com>
Sent: Wednesday, April 29, 2020 12:11 PM
To: Jenifer O'Kane <jenifer.okane@co.hays.tx.us>
Subject: Message from "TAX-RicohMP4055-GC"

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 select Binkley & Barfield Inc. to perform engineering design services for extension of a portion of CR266 and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 12, 2020	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This action will provide for development of construction plans and associated coordination with TXDOT. Access to CR 266 was part of an agreement developed during FM110 ROW acquisition.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order No. 2 for a time extension to a Professional Services Agreement between Hays County and Klotz Associates, Inc. dba RPS to provide professional engineering and other design support services related to the FM 621 Safety Improvements Project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 12, 2020	$0.00

LINE ITEM NUMBER

Fund 034

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

SUMMARY

A change order requesting additional performance days under the contract for the FM 621 Safety Improvements Project to continue providing PS&E design phase services.

Hays County Transportation Department Change Order Request Form

Date: 4/27/2020 Contract Performance Date: October 3, 2017

Project Name: FM 621 Safety Improvements

Contract number:

Contractor/Consultant: Klotz Associates, Inc. dba RPS

Change Order Number: 2

Change in Scope Necessitating Change-Order:

Additional Services for alternative analysis and new limits of construction along the corridor.

Extend the contract termination date to accommodate the revised schedule in the TxDOT AFA.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	$ 536,500.00
Net Amount of Previously Authorized Change Order:	$ 0.00
Net Amount for this requested change order:	$ 0.00
Total Contract Amount with all change orders:	$ 536,500.00
Original Contract Performance Length:	365 Days
Net previous schedule change orders:	393 Days
Net Schedule adjustment requested this change order:	797 Days
Total performance days with change orders:	1,555 Days

Contractor: Brent Christian, PE Sign: Brent L. Christian Date: 4/27/2020

Hays County: Sign: Date:

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

04/28/2020

EXHIBIT C
WORK SCHLEDULE
FM 621 Safety Improvements

PS&E DESIGN SCHEDULE

Task	Date	2020										2021	
		Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb
PS&E													
Survey / SUE Investigation	4/27/20 - 5/29/20												
Environmental Research	4/27/20 - 10/31/20												
Utility Design / Relocations	4/27/20 - 10/31/20												
ROW Acquisition													
TxDOT Kick-Off Meeting	5/19/2020												
60% Plan Preparation / Submittal / Review	5/1/20 - 6/30/20												
90% Plan Preparation / Submittal / Review	7/1/20 - 8/14/20												
100% Plan Preparation / Submittal / Review	8/17/20 - 9/30/20												
District Review - Final Plan Updates	10/1/20 - 12/11/20												
Bidding	12/14/20 - 1/5/21												
Letting	1/5/2021												
Construction		March 2021 - December 2021											

Work by Engineer Review

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and RPS Infrastructure, Inc. to provide professional engineering and other design support services related to the FM 621 Safety Improvements Project as part of the 2016 Road Bond Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 12, 2020	$405,000.00

LINE ITEM NUMBER

Fund 034

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, HNTB	INGALSBE	N/A

SUMMARY

The new contract for the FM 621 Safety Improvement project will be funded through the Transportation Department Budget as was the original contract executed on October 3, 2017. This new contract will allow RPS to perform the additional design work on FM 621 to incorporate shoulders and widening in places that were originally going to be overlay (between Hilltop Drive and River Hills Drive). There has also been extensive increase in survey and SUE work to support the project.

Budget Amendment
Decrease 020-710-00.5351 Road Material & Supplies ($405,000)
Increase 020-710-00-521.5621_400 $405,000

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **RPS Infrastructure, Inc.** **("Engineer")**
ADDRESS: **14801 Southwest Parkway, Building 2, Suite 150, Austin, Texas 78735**
PROJECT: **FM 621 from DeZavala Drive to East of CR 266** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Hays County Design Criteria & Project Development Manual, latest edition
I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Hays County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Four Hundred Five Thousand Dollars ($405,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Brent Christian, PE
Executive Director
14801 Southwest Parkway, Building 2, Suite 150
Austin, Texas 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

   With copy to: HNTB
   Attn: Michael Weaver
   701 Brazos, Suite 450
   Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Michael Weaver

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: **RPS Infrastructure, Inc.**
Attn: Brent Christian, PE
14801 Southwest Parkway, Building 2, Suite 150
Austin, Texas 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

04/28/2020

ENGINEER

RPS Infrastructure, Inc.

By Brent L. Christian

Printed Name: Brent Christian, PE.

Title: Executive Director

Date: April 27, 20 20

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

RPS Infrastructure, Inc.
Name of Firm

Brent L. Christian
Signature of Certifying Official

Brent Christian, PE
Printed Name of Certifying Official

Executive Director
Title of Certifying Official

April 27, 2020
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Brent Christian, P.E. the Executive Director of RPS Infrastructure, Inc.,on behalf of said firm.

Nancy L. Gifford

Notary Public in and for the
State of Texas

My commission expires: 8/22/22

NANCY L. GIFFORD
Notary Public, State of Texas
Comm. Expires 08-22-2022
Notary ID 124286575

EXHIBIT B

ENGINEERING SERVICES

The FM 621 Safety Improvements project includes the design of additional safety measures on FM 621 from De Zavala drive to East of CR 266. The safety improvements include the addition of 4 to 6-foot shoulders, center turn lanes at De Zavala Drive, Hilltop Drive, River Hills Drive, Picasso Drive and the realignment of FM 621 at CR 266 (Staples Road) to improve driving conditions for the traveling public. Additional design elements include drainage analysis, traffic control, erosion protection, signing, and pavement markings for the full project limits.

EXHIBIT C

WORK AUTHORIZATION

(To Be Executed After Contract Execution)

WORK AUTHORIZATION NO. 1
PROJECT: FM 621 from De Zavala Drive to East of CR 266

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated __May_ _5_, 20_20_ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and __RPS Infrastructure, Inc._ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _$405,000_.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _January 5, 20_21_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20 20 .

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By: Brent L. Christian Signature	By: _____ Signature
Brent Christian, P.E. Printed Name	_____ Printed Name
Executive Director Title	_____ Title

LIST OF ATTACHMENTS

04/28/2020

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY HAYS COUNTY

FM 621 SAFETY IMPROVEMENTS

Hays County, Texas

From: 600' West of Crystal River Parkway
To: 1,000' East of FM 266 (Old Bastrop Highway)
Length: 1.98 miles
County: Hays

PROJECT STATEMENT

The FM 621 safety improvements are part of a TxDOT project being developed by Hays County, Texas.

PROJECT DESCRIPTION

Existing Facility

FM 621 consists of two 12-foot lanes and shoulders that vary from 2-4 feet. The existing pavement section is asphalt concrete pavement with open ditch drainage. CR 266 intersects FM 621 and consists of two 12-foot lanes with asphalt concrete pavement and open ditch drainage. There is an existing signal at the intersection of FM 621 and CR 266. The existing right-of-way (ROW) for FM 621 is generally 80 feet wide while CR 266 has ROW width of 60 feet.

Proposed Facility

The proposed improvements consist of pavement widening with addition of center turn lanes and shoulders from Crystal River Parkway to Hilltop Drive and from River Hills Drive to Picasso Drive. The improvements also include realigning CR 266 at FM 261 to provide a perpendicular alignment at their intersection and improving existing vertical issues. Additional ROW will be required for the intersection realignment (approximately 4.16 acres) and for transitioning the center turn lane (0.30 acres). The existing signal at FM 621 and FM 266 will be modified and evaluated to accommodate the proposed intersection location.

In coordination with the services to be provided by the ENGINEER, as described in Attachment B, the COUNTY shall provide the following, in conjunction with TxDOT, as available:

I. ROUTE AND DESIGN STUDIES (FC 110)

1. Traffic Evaluations and Projections (existing traffic counts, Average Daily Traffic volumes, and design year projections based on available studies.)

2. Assist in coordination with other adjacent project studies including drainage studies, alignment studies, residential, commercial and industrial development plans, and existing roadway plans in hard copy and electronically (if possible).
3. Provide background information for design including:
    a. Proposed typical sections for all roadways (including cross streets)
    b. Proposed pavement sections / design
4. Provide existing information as available to incorporate into the project's Design Summary Report (DSR). Examples of existing information include the design speed, desirable shoulder width, useable shoulder width, clear zone width, roadway classification, etc.
5. The COUNTY will host a design concept conference (DCC) in conjunction with TxDOT to be held early in the project to identify the roadway design criteria, project objectives, and local requirements of the project. The conference will also be used to identify the standard details that will be incorporated into the design. Copies of the design criteria will be furnished by the ENGINEER and will be finalized upon completion of the design conference.
6. The COUNTY shall attend the MAPO meeting.

II. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)

1. The COUNTY shall provide copies of available schematic environmental studies, reports and other documents related to the project, including but not limited to analyses of endangered species, wetlands and other environmental issues necessary to complete the project.

III. RIGHT-OF-WAY DATA (FC 130)

1. With direction and coordination provided by the COUNTY, the ENGINEER shall be responsible for utility coordination tasks.

IV. FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

1. Surveying - The COUNTY shall provide any existing surveys available to the ENGINEER.
2. All survey data shall be in the same coordinate system as that utilized for adjacent projects.

3. The ENGINEER shall obtain rights-of-entry for the project, by issuing letters and managing the responses received. The COUNTY shall assist in coordination with non-responsive property owners on an as needed basis.

V. ROADWAY DESIGN CONTROLS (FC 160)

1. Traffic Volumes - The COUNTY shall furnish current and projected traffic information, based on available study information.
2. Pavement Design – TxDOT may provide ENGINEER with a proposed pavement design for the project, subject to further evaluation by the ENGINEER, as described in Attachment B.

VI. DRAINAGE DESIGN (FC 161)

1. COUNTY shall provide any Drainage Impact Study information available (including the HEC-1 and HEC-2, if desired), drainage and flood control impact evaluation material, and preliminary drainage engineering information related to the Engineer's focus area for design, if available.

VII. SIGNING, PAVEMENT MARKINGS, SIGNALIZATION (FC 162)

1. Standards - TxDOT Standards for signage and pavement markings in Microstation or clean paper copy are to be used on the project for inclusion in the PS&E packages.

VIII. MISCELLANEOUS (ROADWAY) (FC 163)

1. Agreements –The COUNTY shall be responsible for securing or verifying existing agreements pertaining to the utilities, as necessary.
2. Copies of appropriate and applicable Standard sheets.
3. Relay approvals for local, regional, state and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.
4. COUNTY shall provide reviews according to the following design plan review schedule:

PLAN REVIEW TURN-AROUND TIMES

- 30% PLAN REVIEW: 4 Weeks - County and TxDOT Concurrent
- 60% PLAN REVIEW: 4 Weeks - County and TxDOT Concurrent
- 90% PLAN REVIEW: 2 Weeks - County and TxDOT Concurrent
- 100% PLAN REVIEW: 1 Week - County and TxDOT Concurrent

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER

FM 621 SAFETY IMPROVEMENTS
HAYS COUNTY, TEXAS

From: 600' West of Crystal River Parkway
To: 1,000' East of FM 266 (Old Bastrop Highway)
Length: 1.98 miles
County: Hays

PROJECT DESCRIPTION

Existing Conditions

FM 621 consists of two 12-foot lanes and shoulders that vary from 2-4 feet. The existing pavement section is asphalt concrete pavement with open ditch drainage. CR 266 intersects FM 621 and also consists of two 12-foot lanes with asphalt concrete pavement and open ditch drainage. The existing right-of-way (ROW) for FM 621 is generally 80 feet wide while CR 266 has ROW width of 60 feet.

Proposed Improvements

The proposed improvements consist of pavement widening with addition of center turn lanes and shoulders from Crystal River Parkway to Hilltop Drive and from River Hills Drive to Picasso Drive. The improvements also include realigning CR 266 at FM 261 to provide a perpendicular alignment at their intersection and improving existing vertical issues. Additional ROW will be required for the intersection realignment (approximately 4.16 acres) and for transitioning the center turn lane (0.30 acres). The existing signal at FM 621 and FM 266 will be modified and evaluated to accommodate the proposed intersection location.

All work on the project shall conform to the applicable requirements of Hays County and the Texas Department of Transportation (TxDOT) specification. All work to be performed under this work authorization shall be subject to review and approval by Hays County and TxDOT.

ADDITIONAL IMPROVEMENTS

I. Limits of Work - Widening of FM 621 from Hill Top Drive to River Hills Drive

A. Environmental Studies and Public Involvement (Subconsultant)

1. Include the new limits of FM 621 from Hill Top Dr. to River Hills Dr. into the APE and update the environmental report.

B. Topographic Survey and Right of Way (Subconsultant)

1. Obtain Topographic Survey required from Hill Top Dr. to River Hills Dr.

C. Subsurface Utility Engineering (Subconsultant)

1. Obtain Utility location (Level C/D and B) required from Hill Top Dr. to River Hills Dr.

D. Design and Analysis

1. Develop or modify the design and drawings for the new limits of work including:
    a. Index of Sheets, Typical sections and Project Layout.
    b. Roadway Plan and Profiles showing limits of widening and mill and overlay of the existing surface, slope protection, metal beam guard fence, mailboxes, and driveways.
    c. Evaluate eight (8) additional driveways to determine grading limits and need for temporary construction easements.
    d. Hydrologic and Hydraulic Analysis of two (2) cross culverts and development of culvert layout sheets with associated hydraulic data using HEC-RAS and/or HY-8.
    e. Hydraulic analysis of the roadside ditches and sizing of eight (8) parallel driveway culverts, and development of grading tables or layouts.
    f. Traffic control phasing layouts for the new limits of work that tie to the phasing developed for the previous project limits.
    g. Signing and Pavement Marking Layouts.
    h. Erosion Control Plans and details.
    i. Update the current surface model to include the new limits of work and develop cross sections at 100-foot intervals.
    j. Calculate and update the Summary of Quantities and Small Sign Summary for the new limits of work.
2. Prepare construction drawings associated with the required design elements for the new limits of work and incorporate into the 60%, 90% 100% and Final Submittals.

II. Alternative Analysis – De Zavala Drive to Hilltop Drive & CR 266 at FM 621

A. Topographic Survey and Right of Way (Subconsultant)

1. One (1) additional Metes & Bounds description and plat will be required for ROW acquisition due to realignment / reconstruction versus notch and widen west of De Zavala Drive.
2. Obtain additional Topographic Survey Required from Picasso Dr. to CR 266. Up to two (2) additional ROW and four (4) additional Utility Easement Metes & Bounds descriptions and plats may be required for the improvements at FM 621 and CR 266.

B. Subsurface Utility Engineering (Subconsultant)

1. Obtain additional Utility location (Level C/D and B) required for the improvements at FM 621 and CR 266.

C. Alternative Design (Schematic) and Analysis

1. Develop and analyze two (2) Alternative horizontal alignments and evaluate super-elevation transitions and reconstruction limits from De Zavala Drive to Hilltop Drive. Prepare Exhibits and Attend Alternative Selection Meetings (2 Meetings) with Hays County staff. These improvements were previously incorporated into the 30% Work Product Deliverables.
2. Develop and analyze two (2) Alternative horizontal alignments and evaluate super-elevation transitions and reconstruction limits for CR 266 at FM 621. Prepare Exhibits and Attend Alternative Selection Meetings (2 Meetings) with Hays County staff. Incorporate Preferred Alternative into construction documents (PS&E) and modify the following construction documents at the intersection of FM 621 and CR 266:
    a. Roadway Plan & Profile Layouts
    b. Drainage Plan & Profile Layouts
    c. Culvert Layouts
    d. Driveway Grading Details
    e. Intersection Layout at FM 621 and CR 266

f. Signing and Pavement Marking Layouts
g. FM 621 at CR 266 Proposed Signal Layouts and Details
h. Traffic Control Plans and Narrative

D. Right of Way Acquisition (Subconsultant)

1. Documentation and appraisal for one (1) additional ROW Parcel will need to be acquired for the realignment limits from De Zavala Drive to Hilltop Drive.
2. Documentation and appraisal for up to two (2) additional ROW Parcels and up to five (5) easements may be required for the improvements at FM 621 and CR 266.

III. Utility Investigation and Coordination

The limits of work and areas of alternative analysis have required the need to extend the limits of utility field investigations, evaluation of conflicts, modification of the current utility conflict list, coordination with utility providers and possible relocation due to the project impacts. RPS will coordinate with its subconsultants and the County's Utility Coordinator (Binkley Barfield) to address any new possible conflicts

RPS will also prepare proposed utility layouts showing locations of relocated utilities and confirm that no conflicts exist between the relocations and proposed project improvements. RPS will coordinate relocation designs through the County's utility engineer.

IV. Update Current PS&E Documents

Due to the additional funding sources Hays County received for the project improvements, TxDOT has divided the project into 3 separate CSJs versus a singular CSJ in the initial scope:

a. CSJ 0987-03-012 – FM 621 Corridor, not including intersection with CR 266
b. CSJ 0914-33-085 – CR 266 Corridor, not including intersection with FM 621
c. CSJ 0987-03-011 – Intersection of FM 621 and CR 266

The construction documents will need to include identification for limits associated with each of these CSJ's. Also, plan quantities, bid items and estimates will need to be developed and depicted for each CSJ within the construction plans and in TxDOTCONNECT for bidding purposes.

V. Project Management

Coordination of these improvements and analysis will require following project management effort:

1. Coordination with County, GEC (HNTB) TxDOT, and other local agencies or approval authorities.
2. Subconsultant contract management and coordination of work deliverables.
3. Schedule development and maintenance.
4. Administrative services including project invoicing and project record updates and maintenance.
5. QA/QC for design, layouts and subconsultant deliverables.

Exclusions

1. The proposed scope includes preparation of one bid package. If multiple bid packages are required, additional fee will be required to prepare additional bid packages.
2. Construction Phase and Material Testing services are not included with the scope of services.

ATTACHMENT C
WORK SCHLEDULE
FM 621 Safety Improvements

PS&E DESIGN SCHEDULE

Task	Date	2020										2021	
		Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb
PS&E													
Survey / SUE Investigation	4/27/20 - 5/29/20												
Environmental Research	4/27/20 - 10/31/20												
Utility Design / Relocations	4/27/20 - 10/31/20												
ROW Acquisition													
TxDOT Kick-Off Meeting	5/19/2020												
60% Plan Preparation / Submittal / Review	5/1/20 - 6/30/20												
90% Plan Preparation / Submittal / Review	7/1/20 - 8/14/20												
100% Plan Preparation / Submittal / Review	8/17/20 - 9/30/20												
District Review - Final Plan Updates	10/1/20 - 12/11/20												
Bidding	12/14/20 - 1/5/21												
Letting	1/5/2021												
Construction		March 2021 - December 2021											

EXHIBIT D

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Edgewood Partners Insurance Center EPIC Brokers 2700 Post Oak Boulevard, 25th Floor Houston, TX 77056	CONTACT NAME: Nikki Howes PHONE (A/C, No, Ext): 832-476-6313 FAX (A/C, No): 713-629-8666 E-MAIL ADDRESS: nikki.howes@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London A.M. Best #	085202
INSURED RPS Infrastructure, Inc 575 Dairy Ashford Road, Suite 700 Houston TX 77079	INSURER B : First Liberty Insurance Corporation	33588
	INSURER C : Employers Ins Company of Wausau	21458
	INSURER D : ACE American Insurance Company	22667
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 52148294 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			EM0015119	11/5/2019	11/5/2020	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	✓ Professional Liability $1M						MED EXP (Any one person)	$ 5,000
	✓ Contractors Pollution $1M						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:						Per Project Agg	$ 5,000,000
B	AUTOMOBILE LIABILITY			AS6-641-439037-029	11/5/2019	11/5/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR			EM0015219	11/5/2019	11/5/2020	EACH OCCURRENCE	$ 11,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 11,000,000
	☐ DED ✓ RETENTION $ 25,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCC-641-439037-019	11/5/2019	11/5/2020	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Foreign Package			PHFD38249101-005	11/5/2019	11/5/2020	See 2nd Page	
A	Maritime Employer's Liabilty			EM0015319	11/5/2019	11/5/2020	Any One Accident/Illness	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hays County
111 E. San Antonio
Suite 300
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KJ Wagner

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AGENCY CUSTOMER ID: RPSAMERI

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Edgewood Partners Insurance Center	RPS Infrastructure, Inc 575 Dairy Ashford Road, Suite 700 Houston TX 77079
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Hays County

ADDRESS: 111 E. San Antonio Suite 300 San Marcos TX 78666

The Certificate Holder and any other party, if required by a written contract, is included as Additional Insured under all policies except Worker's Compensation, with a Waiver of Subrogation in their favor, under all policies. All policies are Primary and Non-Contributory and have a 30 Day Notice of Cancellation to Certificate Holder.

FOREIGN PACKAGE POLICY #PHFD38249101-005 - 11/5/2019-11/5/2020

Commercial General Liability
$1,000,000 Each Occurrence
$2,000,000 Aggregate / Products Completed Operations
$1,000,000 Premises Damage Limit
$1,000,000 Personal Injury & Advertising Injury

Contingent Auto Liability - $1,000,000 CSL
Hired Car Physical Damage- $40,000 Any One Accident

Contingent Employers Liability- INCLUDES CANADIAN WORKERS
$1,000,000 Each Accident
$1,000,000 Each Employee
$1,000,000 Policy Limit
$1,000,000 Maritime Employers Liability

Insurer A - Lloyds of London-Maritime Employers Liability - Policy # EM0015319-11/05/2019-11/05/2020 - Limit of Liability $1,000,000 Any one Accident or Illness including indemnity and expense. Maritime Coverage includes USL&H, Death on the High Seas, Outer Continental Shelf Lands Act, Jones Act, In REM.

General Liability Includes:
Blanket Additional Insured (Your Work) CG2037; Blanket Additional Insured (Completed Ops) CG2010; Non-Owned Watercraft Coverage; Per Project Aggregate Limits; $5,000,000 Aggregate); Gulf of Mexico / In Rem Endorsement; Blanket Waiver of Subrogation as required by written contract; Underground Resources and Equipment; Primary/Non-Contributory as required by written contract; Separation of Insureds; Coverage for Independent Contractors; Worldwide Coverage
Contractual Liability for Business Contracts; No Exclusions for X,C,U; 30 Day Notice of Cancellation to Certificate Holder except 10 Days for Non-Payment of Premium

Pollution Liability Coverage Includes:
Separation of Insureds; Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation as required by written contract; Contractual Liability for Business Contracts; Gulf of Mexico / In Rem; Primary / Non-Contributory as required by written contract

Professional Liability Coverage Includes:
Separation of Insureds; Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation as required by written contract; Contractual Liability for Business Contracts; Gulf of Mexico / In Rem;
Primary / Non-Contributory as required by written contract

Automobile Policy Includes:
Blanket Additional Insured as required by written contract; Blanket Waiver of Subrogation as required by written contract; Employees as Insureds; Blanket Additional Insured and

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AGENCY CUSTOMER ID: RPSAMERI

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Edgewood Partners Insurance Center	RPS Infrastructure, Inc 575 Dairy Ashford Road, Suite 700 Houston TX 77079
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Hays County

ADDRESS: 111 E. San Antonio Suite 300 San Marcos TX 78666

Loss Payee for Lessors when required; Primary/Non-Contributory; 30 Day Notice of Cancellation to Certificate Holder

Worker's Compensation Policy Includes:
USL&H; Outer Continental Shelf Lands Act Endorsement; Maritime Employer's Liability; Voluntary Compensation; Alternate Employer; Blanket Waiver of Subrogation as required by written contract; All States Coverage; Stop Gap Coverage for monopolistic States; 30 Day Notice of Cancellation to Certificate Holder.

Umbrella/Excess Policy Includes:
Follow form of all underlying policies shown on certificate: General Liability, Professional Liability, Pollution, Employer's Liability, Auto Liability, Maritime (MEL), and Foreign Package; Drop down coverage; Separation of Insureds; Blanket Additional Insured as required by written contract; 30 Day Notice of Cancellation to Certificate Holder; Blanket Waiver of Subrogation as required by written contract; Primary / Non-Contributory as required by written contract.

All carriers are rated "A" or higher by A. M. Best's.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-612095

Date Filed:
04/27/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RPS Infrastructure, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FM 621 Safety Improvements
FM 621 Safety Improvements from DeZavala Dr. to East of C 266

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Kevin J. Hoffman, and my date of birth is 12/26/1978.

My address is 13704 Mesa Verde Drive (street), Austin (city), TX (state), 78737 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 27 day of April (month), 20 20 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Hays County
House Bill 89 Verification

I, Kevin J. Hoffman (Person name), the undersigned representative of (Company or Business name) RPS Infrastructure, Inc. (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

4/27/2020
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 27 day of April, 20 20, personally appeared Kevin J. Hoffman, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

4/27/20
Date

NANCY L. GIFFORD
Notary Public, State of Texas
Comm. Expires 08-22-2022
Notary ID 124286575

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Employee or Former Employee Name Title

_____

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

RPS Infrastructure, Inc. staff have no relationships with Hays County Staff in accordance with the sections described above.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

RPS Infrastructure, Inc.
Name of Vendor

Signature of Certifying Official

Office Leader
Title of Certifying Official

Kevin J. Hoffman
Printed Name of Certifying Official

4/27/2020
Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____

Signature of vendor doing business with the governmental entity

April 27, 2020

Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 for HNTB Corporation on the FM 2001 Realignment (Extension of White Wing Trail) West project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 12, 2020	$65,000.00

LINE ITEM NUMBER

Fund 034

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, HNTB	JONES	N/A

SUMMARY

This Contract Amendment increases the contract compensation cap by $65,000.00 from $400,000.00 to $465,000.00. This will allow for the execution of Supplemental #1 to Work Authorization #1 for the FM 2001 West (Sunbright) project which authorizes the redesign of plans to incorporate changes and development to the adjacent property, TxDOT approved schematic, and value engineering study. This effort will be funded through the 2016 Road Bond Program project number 9-643-034.

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
FM 2001 Realignment (Extension of White Wing Trail) ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and HNTB Corporation (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 3, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $400,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $400,000.00 to $465,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: DocuSigned by: Michelle Dippel
Signature
BA9206102E25426...

Michelle Dippel
Printed Name

Vice President
Title

4/28/2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

04/28/2020

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Contract between Hays County and HNTB Corporation to provide professional engineering and other design support services related to the FM 2001 Safety Improvements West (Sunbright) project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 12, 2020	$300,000.00

LINE ITEM NUMBER

Fund 034

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

The new contract for the FM 2001 Safety Improvements West (Sunbright) project will be funded by the 2016 Road Bond Budget [9-643-034] as was the original contract executed on October 3, 2017. This new contract will allow HNTB to perform the retaining wall design as well as additional services including structural engineering, utility coordination and geotechnical services required for the preparation of PS&E and construction phase services.

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **HNTB Corporation ("Engineer")**
ADDRESS: **701 Brazos, Suite 450, Austin, TX 78701**
PROJECT: **FM 2001 Retaining Wall Design and Additional Services ("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF HAYS **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Hays County Design Criteria & Project Development Manual, latest edition
I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Hays County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Hundred Thousand Dollars ($300,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Michelle Dippel
Vice President
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

   With copy to: HNTB Corporation
   Attn: Michael Weaver
   701 Brazos, Suite 450
   Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to:

HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Michael Weaver

and to:

Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer:

HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Michelle Dippel

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering,

consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive,

modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding

mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

ENGINEER

05/05/2020

HNTB Corporation

By DocuSigned by: Michelle Dippel DA5206102E25426...

Printed Name: Michelle Dippel

Title: Vice President

Date: 5/4/2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

HNTB Corporation
Name of Firm

Signature of Certifying Official

Michelle Dippel
Printed Name of Certifying Official

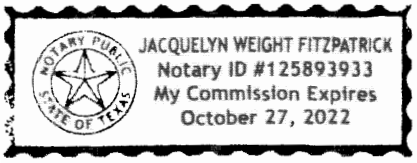
Vice-President
Title of Certifying Official

May 1, 20 20
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Michelle Dippel the Vice-President of HNTB Corporation on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: 10/27/2022

EXHIBIT B

ENGINEERING SERVICES

Roadway: **FM 2001**
County: **Hays**
Limits: **Sunbright Blvd. to the existing alignment of FM 2001 approximately 0.5 mile north of Hillside Terrace Drive (CR 133)**

General Work Description: Provide plans, specifications, and estimates (PS&E) development and construction phase services to develop FM 2001 (extension of White Wing Trail) from Sunbright Blvd. to the existing alignment of FM 2001 approximately 0.5 mile north of Hillside Terrace Drive (CR 133). The Engineer will perform the following tasks listed below, as described in detail in each Work Authorization. The proposed construction will consist of roadway construction to realign FM 2001. The proposed roadway section will be a 4-lane divided roadway with a raised median, shoulders, curb and gutter, and sidewalks. The pavement section will consist of flexible base and hot mix asphalt concrete pavement (HMAC). Storm sewer systems will be designed to convey storm water runoff from the roadway and cross road drainage culverts will be installed or extended. Utility coordination will be conducted and utility conflicts will be resolved prior to construction. The project will be constructed within existing right-of-way limits therefore; ROW services are not anticipated.

This scope of work is limited to structural design development along with supporting geotechnical borings and investigation, Subsurface Utility Engineering (SUE) and Utility Adjustment Coordination Services. All other discipline plan sheets will be performed under separate contract,

Route and Design Studies
- **Geotechnical Borings and Investigation**

ROW and Utilities
- **Subsurface Utility Engineering**
- **Utility Adjustment Coordination Services**

Miscellaneous Roadway
- **Compute and Tabulate Quantities**
- **Retaining Wall Design**

Construction Phase Services
- **Respond to Requests for Information**
- **Shop Drawing Review**

Additional Services as Requested through Executed Work Authorizations/Supplements

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	Business Insurance Manager	
IMA, Inc. 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	PHONE (A/C, No, Ext):	816-527-2511	FAX (A/C, No): 816-472-4060
		E-MAIL ADDRESS:	businessinsurancemgr@hntb.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :	ZURICH AMER INS CO	16535
INSURED HNTB Corporation 701 Brazos, Suite 450 Austin, TX 78701		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 59194111 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO 0769451-00	01/01/20	01/01/21	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP 0769452-00	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 0769453-00	01/01/20	01/01/21	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*****For Proposal Purposes*****
HNTB Job #78013; Engineering Services; FM 2001 Retaining Wall Design and Additional Services
If required by written contract, Hays County, Texas, its directors, officers and employees are Additional Insureds as respects General and Auto Liability subject to the terms, conditions and exclusions of the policies, which shall be considered primary and non-contributory. If required by a written contract, Waiver of Subrogation applies, subject to policy terms and conditions. Insurer will provide 30 days' notice of cancellation, for reasons other than non-payment of premium.

CERTIFICATE HOLDER

Office #134
HNTB Job #78013
Hays County, Texas

111 E. San Antonio Street, Suite 300

San Marcos, TX 78666

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

   A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

   B. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

   C. Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

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D. Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

E. Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

F. Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: DocuSigned by: Michelle Dippel DA5206102E25426...

PRINT NAME & TITLE: Michelle Dippel, Vice President

COMPANY NAME: HNTB Corporation

DocuSign Envelope ID: E303397E-FDC6-4F12-BC9F-1EFC344BCB05

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-612218

Date Filed:
04/27/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HNTB Corporation
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Hays County FM2001 -Additional
Professional Engineering Services (FM2001 Realignment) - Additional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
O'Grady, Thomas D.	Kansas City, MO United States	X	
Mann, Dougal L.	Kansas City, MO United States	X	
Brzezinski, Francis	Waukesha, WI United States	X	
Stuart, Toby	Oakland, CA United States	X	
Hammond, Jr., Harvey K.	Kansas City, MO United States	X	
Yarossi, Paul A.	Kansas City, MO United States	X	
Slimp, Robert J.	Kansas City, MO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michelle R. Dippel, and my date of birth is October 14, 1969.

My address is 701 Brazos, Suite 450 (street), Austin (city), TX (state), 78701 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 27th day of April (month), 2020 (year).

DocuSigned by:
Michelle Dippel
DA5206702E25426...
Signature of authorized agent of contracting business entity
(Declarant)

Hays County
House Bill 89 Verification

I, Michelle Dippel, the undersigned

representative of HNTB Corporation

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

4/28/2020
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 28th day of April, 2020, personally appeared Michelle Dippel, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

JACQUELYN WEIGHT FITZPATRICK
Notary ID #125893933
My Commission Expires
October 27, 2022

April 28, 2020
Date

DocuSign Envelope ID: E303397E-FDC6-4F12-BC9F-1EFC344BCB05

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Employee or Former Employee Name Title

_____

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:
__To the best of our knowledge There are no know conflicts or relationships between HNTB and Hays County at this time.

Attach additional pages if necessary.

DocuSign Envelope ID: E303397E-FDC6-4F12-BC9F-1EFC344BCB05

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

HNTB Corporation
Name of Vendor

DocuSigned by:
Michelle Dippel
DA5206102E25426...
Signature of Certifying Official

Vice President
Title of Certifying Official

Michelle Dippel
Printed Name of Certifying Official

4/27/2020
Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 2 for American Structurepoint, Inc on the RM 3237 Safety Improvements project from RM 12 to RM 150 as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 12, 2020	$400.000.00

LINE ITEM NUMBER

Fund 034

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SHELL	N/A

SUMMARY

This Contract Amendment increases the contract compensation cap from $2,000,000.00 to $2,400,000.00 (a $400,000.00 increase) to allow for the addition of intersection improvements at RM 3237 and Flite Acres. The design will be paid for with 2016 Road Bond dollars [16-767-034] and will be included with the plans for RM 3237 Safety Improvements from RM 150 to RM 12.

CONTRACT AMENDMENT NO. 2
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT: PS&E Services for the FM 3237 Safety Improvement Project from RM 150 to RM 12 ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 11, 2017 (the "Contract") and AMENDMENT NO. 1 on February 14, 2020;

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $2,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The "Compensation Cap" under Article 5 of the Contract is increased by $400,000 from current amount of $2,000,000.00 a maximum amount of $2,400,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Ricardo Zamarripa
Printed Name

Vice President
Title

April 30, 2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

05/04/2020

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 1

PROJECT: PS&E Services for the FM 3237 Safety Improvement Project from RM 150 to RM 12

This Supplemental Work Authorization No. 2 to Work Authorization No.1 is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated October 3, 2017 and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 2, 2018 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows;

I. The services to be provided by the County that were set out in the original Attachment "A" of the Work Authorization.

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attachment revised Attachment "B-1".

III. The Work Authorization shall terminate on December 21, 2020. The Services to be provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-1".

IV. The maximum amount payable for services under the Work Authorization is hereby increased by $358,458.77 from $1,309,175.66 to $1,667,634.43. The revised Fee Schedule is attached hereto as Attachment "D-1".

Except as otherwise amended by prior Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

EXECUTED this____day of_____, 2020.

ENGINEER:	COUNTY:
American Structurepoint, Inc.	Hays County, Texas
By: _____ Signature	By: _____ Signature
Ricardo J. Zamarripa, PE Printed Name	_____ Printed Name
Vice President Title	_____ Title

LIST OF ATTACHMENTS

Attachment B-1 - Services to be Provided by Engineer

Attachment C-1 - Work Schedule

Attachment D-1 - Fee Schedule

05/05/2020

ATTACHMENT B-1
SERVICES TO BE PROVIDED BY THE ENGINEER
RM 3237 SAFETY IMPROVEMENT PROJECT
Supplemental Work Authorization No.1 to Work Authorization No. 1

Project Description/Limits: Intersection improvements include addition of shoulders and left turn lane and right turn lane on RM 3237 to Flite Acres Road in Hays County, Texas. Limits: On RM 3237 from approx. 1000' west to approx. 1000' east of Flite Acres Road (approx. 0.38-mi)

The Engineer shall provide engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents, as requested by the County. These services may include, but are not limited to, preparing roadway design, hydrologic and hydraulic design, survey and ROW mapping, and geotechnical data collection, and, if requested, provide design support and testify as the Engineer of Record at Right-of-Way hearings necessary to support the design process.

The Engineer shall complete the services to be provided by the Engineer according to the milestone work schedule established in this work authorization. The Engineer shall submit a written progress report to the County monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for the month, and the estimated work to be accomplished for the coming month. The Engineer is required to meet with the designated County Representative on a monthly basis for progress tracking purposes unless prior agreement is made with County not to hold a meeting in any given month. The Engineer shall submit meeting notes, summarizing the events of the meeting within seven calendar days after each meeting.

The Engineer shall prepare a project work schedule. The work schedule must incorporate an allocation of time for stage reviews of the preliminary design, survey, ROW Mapping, PS&E and the environmental documents by County personnel. The Engineer shall present the work schedule to the County for review and acceptance, and provide assistance in interpreting the proposed work schedule.

SERVICE TO BE PROVIDED BY THE ENGINEER (PRELIMINARY DESIGN)

FUNCTION CODE 110 – FEASIBILITY STUDIES

The Engineer shall produce, obtain, review, and evaluate existing and twenty-year projected traffic data for use in the preparation of the design layout. The data shall be utilized in accordance with the requirements for preliminary engineering development and consistent with the policies of the County & State.

An itemization engineering work activity to be performed under this contract is detailed below. All designs shall be prepared in accordance with the latest version of: TxDOT Roadway Design Manual, TxDOT Project Development Process Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, TxDOT Traffic Operations Manual on Highway Operations, Texas Manual on Uniform Traffic Control (TMUTCD), and Highway Capacity Manual - Transportation Research Board.

110.1 Data Collection and Field Reconnaissance
The Engineer shall collect, review, and evaluate data described below. The Engineer shall notify the County in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, including "as-built plans", existing preliminary engineerings, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Utility plans and documents from appropriate municipalities and agencies.
4. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.
5. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

Design Summary Report (DSR) and submit it electronically. The Engineer shall obtain written concurrence from the County prior to proceeding with a design if any questions arise during the design process regarding the applicability of County's design criteria.

110.2 Design Criteria/DSR/Form 1002
The Engineer shall update the TxDOT Form 1002 to include documentation for the additional intersection to serve as the design criteria for the project.

110.3 Preliminary Cost Estimate (N/A)
No additional work required.

110.4 Design Concept Conference (N/A)
No additional work required.

110.5 General Tasks
The Engineer shall develop the preliminary engineering design in MicroStation format. Profile work will be required only to the extent necessary to determine the proper horizontal geometry, determine ROW needs, and estimate construction cost.

The preliminary engineering intersection layouts will contain the following design elements:

- Mainlane roadway alignment
- Pavement edges and shoulder lines
- Typical sections of existing and proposed roadways
- Proposed structure locations
- Preliminary ROW requirements and control-of-access locations
- Direction of traffic flow and the number of lanes on all roadways
- Existing and projected traffic volumes

A. *ROW/Property Base Map*
The Engineer shall obtain information on existing ROW and property information from as-built plans, ROW maps, and tax records (Refer to FC 130 – ROW Mapping). The Engineer shall prepare a base map depicting the information.

B. *Typical Sections*
The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, median width, cross slope, border width, clear zone widths, and ROW limits

110.6 Preliminary Layout Exhibits
The Engineer shall develop layout exhibits after the basic layout, lane arrangement, and ROW and easements requirements depicted on the preliminary engineering are approved. The County may require this task be performed using OpenRoads Technology.

The preliminary layout exhibits shall contain the following design elements:

- Geopak calculated roadway alignments
- Pavement edges for all roadway improvements
- Typical sections of existing and proposed roadways
- Proposed structure locations
- Existing and proposed major utilities
- Existing property lines and respective property ownership information
- ROW and easements requirements adequate for preparation of ROW maps
- Existing and projected traffic volumes
- Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on all roadways
- Cross drainage

FUNCTION CODE 120 – SOCIAL, ECONOMIC, & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

120.1 Public Involvement (N/A)
No additional work required.

120.2 Project Scoping
The Engineer shall prepare environmental documentation in accordance with the County, the TxDOT Austin District, and TxDOT's Environmental Compliance Toolkits. It is anticipated that the proposed project would be classified as Categorical Exclusion under 23 CFR 771.117.

The Engineer shall review the Scope Development Tool (SDT) Form in order to identify the required actions for the project and submit it to the County and TxDOT for review and approval. Working closely with the County and TxDOT, the Engineer shall complete the SDT which will create the list of environmental tasks required for the project and timeline for completion and approval of the environmental documentation. The County will serve as the local government project sponsor and the TxDOT Austin District Office will serve as the department delegate.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

120.3 Environmental Constraints and Data Collection
The Engineer shall identify, collect, and map environmental constraints within a 200-foot buffer surrounding the existing right-of way/project limits. Constraints information collected for planning purposes will be based on existing available databases and will aid the Engineer during project development so that impacts to potential critical environmental issues can be avoided and/or minimized. Information collected will include historic and archeological sites identified in the Texas Historical Commission's Sites Atlas, land use/land cover, cemeteries, residential areas, historical landmarks, prime farmlands, known occurrences of threatened and endangered species from Texas Parks and Wildlife Natural Diversity Database, habitat conservation preserves, water resources (stream crossings, drainage crossings, 100-year floodplains and National Wetland Inventory features, Edwards Aquifer Zones, and hazardous materials. Constraints information will also be used as baseline conditions for field investigations required for the project.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

120.4 Environmental Technical Reports and Forms
It is anticipated that the following technical reports and forms will be needed in order to comply with TxDOT's procedures and receive environmental approval:

A. Purpose and Need

The Engineer shall complete a purpose and need statement which will serve as a basis for project development activities and submit to the County and TxDOT for review.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

B. Project Description Memo/Report

This task will include a written description of the proposed action including funding for the project. Specific design details for the proposed roadway improvements will be provided by the Engineer. The Engineer shall document the existing and proposed ROW and easements, length, width, and proposed improvements. Proposed typical sections, plan and profile sheets, and land use/land cover will be included as part of the project description memo.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

C. Waters of the U.S./Section 404 Compliance

The Engineer shall prepare a wetland determination and delineation report identifying: specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.

The Engineer shall obtain authorization under Section 404 of the Clean Water Act as directed by the County and TxDOT. It is assumed permitting would include preparation of up to one Preconstruction Notification to the USACE. If additional permits are needed, they would be covered under a separate scope and budget.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

D. Biological Resources Technical Report, Biological Evaluation Form, and Tier 1 Site Assessment

The Engineer shall complete a Biological Resources technical report and a Biological Evaluation Form for the project and submit it to the County and TxDOT for review. The Engineer shall characterize the ecological resources including existing vegetation attributes and wildlife habitat in accordance with the TxDOT/Texas Parks and Wildlife Department (TPWD) Memorandum of Understanding (MOU). Ecologically sensitive resources, if identified, will be mapped and described in order to assess potential effects of project construction and operation. This will include the appropriate literature and aerial photography review and field verification.

The Engineer shall also perform a literature review which includes the TPWD's Natural Diversity Database and conduct a habitat assessment to identify and address threatened/endangered species issues. The assessment will focus on federally listed species of potential occurrence as identified by the U.S. Fish and Wildlife Service's (USFWS) Information for Planning and Conservation (IPAC) website, as well as state-listed species and species of greatest conservation need as identified by the TPWD for the County. The environmental documentation will address compliance issues under the Migratory Bird Treaty Act relative to the proposed project. A Tier 1 site assessment will also be completed, if needed. The Engineer shall also assess impacts to prime farmland soil units. Coordination with the Natural Resources Conservation Service is not anticipated.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

E. Project Coordination Request Form for Historic Resources

The Engineer shall complete a TxDOT Historic Resources Project Coordination Request (PCR) form and submit to the County and TxDOT for review. This PCR form would analyze the potential for the presence of historic resources in the project's Area of Potential Effect (APE), which is assumed to be the existing ROW. It is anticipated that a PCR form will be the only deliverable required for historic resource compliance for the proposed project.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

F. Archeological Background Study and Survey Report

An Archeological Background Study will be completed and submitted to the County and TxDOT as early as possible during project planning. This task includes a background review of records available via the Texas Historical Commission's restricted-access online Texas

Archeological Sites Atlas to determine if any previously recorded archeological sites are located in or near the project area. Based on the results of the County and TxDOT's review, an archeological survey of the Area of Potential Effects (APE), consisting of a 100% pedestrian survey supplemented by shovel tests and mechanical trenching may be required. This scope does not include any provision for National Register of Historic Places site testing, mitigation, or construction monitoring.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

G. Community Impacts Assessment

As applicable, this task will address potential effects of the project on neighborhoods or communities, travel patterns, access, and public safety, particularly as those changes may differentially affect various social groups and minorities. The assessment will conform to Federal Highway Administration (FHWA) guidance for compliance with Executive Order 12898 on Environmental Justice. The assessment will also document if populations with Limited English Proficiency are located within the project area.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

H. Hazardous Materials Initial Site Assessment

A standard American Society for Testing and Materials (ASTM) data search for potential hazardous material sites within one mile of the project site will be performed. The report will include a map and detailed information on sites identified. In addition, a visual inspection for potential hazardous materials will be performed within the existing and proposed ROW. The Engineer shall be notified if further investigation is necessary based on the results of the report or on-site inspection. All findings will be summarized using TxDOT's Initial Site Assessment form.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

120.5 TCEQ Geological Assessment and Karst Constraints Survey

The Engineer shall conduct a Texas Commission on Environmental Quality Geologic Assessment investigation and compile a report for inclusion in the project Water Pollution Abatement Plan as required under the Edwards Aquifer Rules (TAC Chapter 213). The Engineer will conduct a review of pertinent literature for documented karst features near the project area and will survey the project area to evaluate surface features that may be indicative of avenues for aquifer recharge and of ecological sensitivity for karst species. We understand that the survey area will be limited to the right of way. The field work will conform to the "Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zones" as written by the Texas Commission on Environmental Quality (TCEQ). Data collected during this effort will be used to prepare a TCEQ Geologic Assessment report which is required for development activities on the recharge zone. It will detail the location and characteristics of known and potential karst features. GIS data incorporated into the report will be provided directly to the client.

TCEQ Edwards Aquifer Protection Program policy is to treat projects that straddle the recharge zone boundary as if the entire project is located within the recharge zone. In addition, the project occurs in close proximity to known caves and springs near Wimberley. For these reasons, survey of the entire project area for karst features is proposed.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

120.6 Karst Feature Excavation

The identification of landforms may require excavation in order to determine whether or not they are regulated under the TCEQ Edwards Aquifer rules. Rather than assume that these features are sensitive, further investigation would be conducted and would primarily involve hand excavation. Excavation would include removal of leaf-litter, vegetation, and superficial fill material by hand and with the use of hand tools such as shovels and rock bars. Excavation continues until the structure of a karst feature can be identified or until a non-karst origin can be assigned (non-karst depressions typically result from stump holes, excavation scars, and the burrowing of small mammals). The cost estimate is based on an assumption that approximately four (4) small features will require hand excavation and that right-of-way is largely cleared and at least partially graded.

120.7 Meetings and Environmental Permitting Support

The Engineer shall meet with project team on an as needed basis and provide general support during the environmental permitting process for karst issues. This may include assisting the environmental team with internal questions or responding to public and/or regulatory agency comments on karst issues.

FUNCTION CODE 130 – RIGHT-OF-WAY (ROW) DATA (N/A)

No additional work required

FUNCTION CODE 145 – PROJECT MANAGEMENT AND ADMINISTRATION (N/A)

No additional work required

FUNCTION CODE 150 – SURVEY MAPPING

150.1 Design Survey

Project Control

The Engineer shall establish up to 2 primary survey control points. Primary control points shall consist of Type II brass disks in concrete set at either end of the project. The primary survey control points will be set in locations that will likely be undisturbed by construction or State maintenance. SAM shall establish up to 2 secondary control points within the project limits, consisting of 5/8" iron rods with "SAM Control" caps set intervisible with the primary control. The project control will be placed on horizontal and vertical datums [NAD83/2011/NAVD88 values (Texas Coordinate System, South Central Zone)]. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the State. Elevations will be derived from GPS observations using Geoid 2012A model. Digital levels will be run through all primary and secondary control points to confirm the established elevations.

Design Survey

The Engineer shall collect conventional on-the-ground surveying within the project limits. In such areas, cross-sections and break lines will be obtained at approximately 50-foot intervals. Major grade-break lines necessary to produce a 1' interval contour DTM will be collected, as well as visible improvements including driveways (with type noted), driveway pipes, drainage structures (noting size, material and flowline elevation), edge of pavement, guardrail, fences, signs (with text) and mailboxes, visible utilities and visible evidence of underground utilities only. The Engineer shall locate trees 5-inches and larger in diameter (noting size and common name) within the existing ROW.

The Engineer shall locate existing ROW monumentation and other physical evidence of the existing ROW and tie to the project control. ROW location will include the existing RM 3237 ROW

and existing State-owned intersecting roads up to 500 feet beyond RM 3237 only. ROW limits on as-built plans or existing ROW maps provided by the County or the State will be used to establish the approximate existing ROW. This is not a ROW Retracement Survey or Boundary Survey. The information will be plotted to create a basefile for design purposes only and is not intended to be used for ROW acquisition. Performing courthouse records research or locating private or County-maintained road limits is outside of this scope of services. The ROW delineation will be conveyed in digital/DGN format only.

Utilizing terrestrial LiDAR technology, The Engineer shall collect features within the existing traveled lanes of FM 3237 and the intersecting roadways. In such areas, The Engineer shall collect and extract crown of road, paint stripes, and major grade breaks.

The Engineer shall contact Texas 811 (DIGTESS) to facilitate the markings of underground utilities within the project limits. The Engineer shall locate only the paint marks and/or pin flags as established by One-Call. The Engineer will also pick up utilities identified/marked by the County or State.

The Engineer shall merge and append the conventional design survey to the terrestrial LiDAR mapping data to create a seamless 2D planimetric and 3D DTM file.

Deliverables

- 2D planimetrics, 3D DTM (Microstation V8i)
- Right-of-Way base file (Microstation V8i)
- GPK and TIN file.
- Word doc file of surveyed points list and TxDOT descriptor code list.
- Survey Control Index Sheet and Horizontal and Vertical Control Sheet signed, sealed, and dated by a Registered Professional Land Surveyor on 11”x17” pdf
- PDF file of scanned field book copies

FUNCTION CODE 161 – DRAINAGE

The TxDOT Hydraulic Design Manual will be used for drainage guidelines.

Hydrologic Calculations: For design flows in smaller drainage areas, the Engineer will use the Rational Method. For the drainage areas with either a FEMA Zone A or AE, the NRCS Runoff Curve Number method in HEC-HMS will be used to calculate flows to the culverts and bridges. Runoff curve numbers will be determined using the NRCS Soil Survey data and time of concentration calculations will be per the NRCS TR-55 manual. If readily available, the study of numerous County creeks will be used to the fullest extent possible as this study forms the basis for the FEMA Preliminary Flood Insurance Rate Maps.

Both the 4% and 1% probability events under existing conditions will be analyzed for all culverts and bridges. For the 5 culverts without a FEMA Flood Hazard Area, the preliminary design will be to pass the 1% event. For the remaining four culvert or bridge structures, analysis will consist of the 4% and 1% events. If the 1% event is not conveyed through the existing structure, the analysis will be expanded to determine the size required to pass such event.

Hydraulic Calculations: For culvert analysis and design, The FHWA HY-8 program will be used. For the structures in the Flood Hazard Areas, the USACE HEC-RAS program will be used.

161.1 Data Collection; Site Visit
The Engineer shall provide the following data collection services:

1. Conduct field inspections to observe current conditions and the outfall channels, the cross drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
2. Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).
3. Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
4. Review survey data and coordinate any additional surveying needs with State.
5. At the State's request, existing drainage structures shall be represented in a 3D MicroStation model.
6. Meet with local government officials to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high-water information from the District Maintenance office.

161.2 Drainage Area Maps
The Engineer shall determine drainage areas and flows for cross culvert drainage systems and prepare drainage area maps. Drainage areas to all structures will be determined using existing County topographic information.

161.3 Evaluate Existing Floodplain Studies (N/A)
No additional work required.

161.4 Bridge Hydraulics (N/A)
No additional work required.

161.5 Floodplain Mapped Cross Culverts (N/A)
No additional work required.

161.6 Other Cross Culverts
Using HY-8, the crossings will be analyzed for existing conditions, the expanded culvert length, and for passing the design flow.

161.7 Drainage Design Report
The Engineer shall conduct a Preliminary Drainage Study to determine and evaluate the adequacy of the ROW needed to accommodate proposed cross drainage structures, open ditch drainage profiles and side slopes, and permanent Edwards Aquifer protection water quality BMP's. Current effective FEMA Flood Insurance Study models and data will be obtained and used to evaluate proposed cross drainage structures at the FEMA crossings. Outfall locations and other hydrologic points of interest (POI) relate to preliminary engineering design and cost estimates will be identified and evaluated as follows:

a. Pre- and post-project design discharges will be computed for the 50%, 20%, 10%, 4%, 2%, and 1% AEP design storms for each outfall point or POI,
b. Preliminary cross drainage structure sizes and configurations will be determined in accordance with agreed upon hydraulic design criteria. The Engineer shall evaluate / recommend structure type and summarize the associated construction costs for drainage

crossing locations for the County's for review and approval. Findings will be summarized in a Drainage Structure Summary Report.

c. Risks associated with increases in peak discharges or changes to existing flow patterns on adjacent properties caused by the project will be evaluated and mitigation recommendations will be developed,
d. Preliminary locations, types, and sizes of water quality BMP's will be developed in accordance with TCEQ Edwards Aquifer protection rules and design criteria.

Results of the drainage study will be summarized in a Preliminary Drainage Report and utilized to determine preliminary ROW and easement needs and costs of drainage infrastructure along the proposed roadway.

FUNCTION CODE 162 – SIGNING, PAVEMENT MARKINGS, AND SIGNALIZATION

162.1 Traffic Data Collection

a. The Engineer shall collect twelve (12) hour turning movement counts at each of the study intersections noted below:

    - RM 3237 & Flite Acres

b. The Engineer shall collect forty-eight (48) hour tube counts at Flite Acres to determine the average daily traffic.

162.2 Traffic Operational Analysis and Projections

a. The Engineer shall develop a level of service analysis model for the current year using current traffic and geometric conditions and for the design year (20 year projection) using traffic projections and proposed geometric designs. Results of this analysis shall be incorporated into the preliminary engineering design.

b. The Engineer shall prepare travel forecasts for the AM and PM peak hours at each of the study intersections for: Opening year (20XX), Design Year (Opening Year + 20), and Pavement Design Year (Opening Year + 30) for use in design and environmental analysis. Each of these travel forecasts will include for build and no-build alternatives.

162.3 Traffic Signal Warrant Study

The Engineer shall prepare a traffic signal warrant study at Flite Acres Road. The warrant study must include addressing pedestrian signals along with obtaining both traffic and pedestrian counts.

Deliverables

Traffic Operations Analysis Report which will include the following:

- Traffic Projections Methodology memo
- Capacity Analysis results summary for study intersections
- Average Daily Corridor Traffic Projections Report
- Traffic data for current and future years
- Turn lane and other geometric improvements recommendations at the study intersections based on capacity analysis results
- Traffic Signal Warrant Analysis results memo

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

PRELIMINARY ENGINEERING & ENVIRONMENTAL DELIVERABLES

In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files:

1. Revised DSR form. Revised document to be included in WA#1 Deliverable
2. Draft & Final copies of the Preliminary Drainage Report
3. Electronic files shall be furnished to the County on a CD or DVD Recordable media compatible with the County's information technology requirements.

SERVICES TO BE PROVIDED BY THE ENGINEER (PS&E)

FUNCTION CODE 110 – ROUTE AND DESIGN STUDIES

110.1 Geotechnical Engineering
The Engineer shall perform the drilling, sampling, testing and develop pavement and bridge foundation design and construction recommendations for the proposed improvements. In addition, recommendations for the construction of roadway embankments and for maximum permissible embankment slopes will be provided.

Field Sampling and Laboratory Testing

To investigate the soil conditions at this site and adhere to the *TxDOT Geotechnical Manual* and *TxDOT Pavement Design Manual*, the Engineer shall do the perform the following tasks:

- Determine Locations for Proposed Geotechnical Testing – We propose drilling 5 pavement borings. The pavement borings will be extended to a maximum depth of 15 ft below the existing ground surface or auger refusal, whichever occurs first. The borings will be advanced the full-depth at the interchange improvements. The roadway borings will be roughly located at about 500 ft spacing. At least one boring will be drilled within the general vicinity of the intersection of RM 3243 and Flite Acres Road to develop utility pole design foundation recommendations.

- Standard Penetrometer Testing (SPT) testing will be completed every 2-1/2 ft and grab samples of the auger cuttings will be collected for classification testing for the roadway pavement borings. In addition to the above sampling and testing, at least 1 bulk sample will be collected from the roadway embankment to perform subgrade resilient modulus testing.

- Permits and Utility Clearances for Proposed Test Holes - The Engineer assumes that any permit costs associated with drilling activities will be waived by the County. The Engineer assumes that access for a conventional, truck-mounted drilling rig to the boring locations along the alignment will be provided. The Engineer will contact Texas Excavation Safety System, Inc. (Texas 811) for clearance of certain utilities. It is expected that the Client will provide information regarding the location of any underground utilities in the vicinity of our borings. The Engineer will assist in locating underground utilities provided the Client submits documentation of existing utility locations.

- Lane Closures for Drilling of Test Holes – Due to the narrow width of the two lane roadway and its rolling and curvy roadway alignment, the Engineer anticipated the need for traffic control during drilling operations. We anticipate at least 10 days of traffic control will be necessary.

- Obtain Test Hole Information – Borings will be conducted at the locations and depths discussed above using industry accepted drilling practices and procedures. If contaminated soils are encountered, drilling will be suspended and environmental drilling and sampling protocols will have to be followed with additional costs to be determined.

- Complete Geotechnical Laboratory Testing of Test Samples – From the borings, representative materials will be collected to define the strength and classification characteristics of the foundation soils. The laboratory testing program may include moisture content tests, Atterberg Limits (plasticity tests), and grain size analyses

Deliverables

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of the roadway widening. Estimates of potential expansive, soil-related movements of the near-surface soils will also be provided. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Pavement design recommendations that will be approved by the TxDOT.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements.

FUNCTION CODE 130 – RIGHT OF WAY (ROW) DATA

All standards, procedures, and equipment used by the Engineer's Surveyor shall be such that the results of the survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.

The Engineer shall locate the existing ROW within the project limits from the current project control monuments and prepare a layout map for the project.

130.1 Right-Of-Way Map (N/A)

No additional work required.

130.2 Utility Locations and Layouts

The Engineer shall coordinate with the County to determine the location of each existing and proposed utility and attend meetings with the various utility companies to discuss potential conflicts. The Engineer shall identify and coordinate with each utility company for relocations required within each construction easement or right-of entry. At the County's request, the existing and proposed utilities shall be represented in a 3D MicroStation model.

FUNCTION CODE 160 – ROADWAY DESIGN CONTROLS

The Engineer shall inform the County of changes made from previous initial meetings regarding each exception, waiver, and variance that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the County unless otherwise directed by the County to proceed. The Engineer shall identify, prepare exhibits, and complete all necessary forms for Design Exceptions and Waivers within project limits prior to the 90% Submittal. These exceptions shall be provided to the County for coordination and processing of approvals. PS&E plan set shall be in accordance with the current *TxDOT PS&E Manual*.

160.1 Typical Sections

The Engineer shall prepare typical sections for all proposed and existing roadways and cross streets. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb

offsets, and ROW. The typical section must also include Proposed Profile Gradeline (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing
pavement removal, riprap, limits of embankment and excavation, etc.

160.2 Removal Plans (N/A)
No additional work required.

160.3 Superelevation Details
The Engineer shall calculate superelevation transitions to develop Superelevation Details.

160.4 Horizontal Alignment Data
The Engineer shall develop Horizontal Alignment Data sheets.

160.5 Plan & Profile
The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the County. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the preliminary engineering drawing. Existing major subsurface and surface utilities must be shown if requested by the County. Existing and proposed right-of-way lines must be shown.

The plan view must contain the following design elements:

- Pavement edges for all improvements (mainlanes, cross streets, and driveways if applicable).
- Calculated roadway centerlines for mainlanes and cross streets, as applicable. Horizontal control points must be shown. The alignments must be calculated using GEOPAK.
- Lane and pavement width dimensions.
- Proposed structure locations, lengths, and widths.
- Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
- Drawing scale shall be 1”=100’
- ROW lines and easements.
- Begin and end superelevation transitions and cross slope changes.
- Limits of rip-rap, block sod, and seeding.
- Existing utilities and structures.
- Benchmark information.
- Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view must contain the following design elements:

- Calculated profile grade for proposed mainlanes (cite direction), and cross streets, if applicable. Vertical curve data, including “K” values must be shown.
- Existing and proposed profiles along the proposed centerline of the mainlanes,
- Drawing vertical scale to be 1”=10’.

160.6 Side Streets
The Engineer shall provide an intersection layouts (1”=20’) detailing the pavement design and drainage design at the intersection of up to one (1) side street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement,

drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.

160.7 Driveways
The Engineer shall develop driveway profile table sheets detailing the pavement design and drainage design for up to nine (9) driveways.

160.8 Driveway Details
The Engineer shall develop a miscellaneous driveway details with plan view, elevation view, and typical driveway section. The Engineer shall plan to reconfigure access to the parking area of the Flite Acres Road Driveway

160.9 Seal Coat Material Selection Sheet
N/A

160.10 Roadway Standards
The Engineer shall select appropriate roadway standard sheets, prepare special specifications for non-standard items, and special provisions to be used.

160.11 Roadway Quantity Sheet
The Engineer shall compute and tabulate roadway quantities.

160.12 Cross-Sections
The Engineer shall use Geopak to generate cross-sections every 100' and at culvert locations. The Engineer shall determine earthwork volumes for use in the cost estimate, and shall prepare 11"x17" sheets of the cross-sections. The Engineer shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

160.13 Earthwork
The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100' intervals.

FUNCTION CODE 161 – DRAINAGE

161.1 Drainage Design
The Engineer shall provide the following data collection services:

- Conduct field inspections to observe current conditions and the outfall channels, the cross drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
- Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the County, County, and Federal Emergency Management Agency (FEMA).
- Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
- Review survey data and coordinate any additional surveying needs with County.
- At the County's request, existing drainage structures shall be represented in a 3D

MicroStation model.

- Meet with local government officials to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high- water information from the District Maintenance office.

A. Drainage Area *Map.* The Engineer shall update the drainage area map sheet for up to two (2) cross culverts located within the project limits.

B. Culvert Calculation Summary. The Engineer shall use the TxDOT Hydraulic Design Manual to prepare and submit the work under this task.

The hydrology calculations shall have the following:

- Hydrological Method used
- Drainage Area ID to corresponding culvert or inlet number
- Size of Drainage Area
- Cover of existing (i.e. include percentage of each cover to arrive at C, or CN)
- Design Frequency based on the functional classification, type of roadway, and any other information noted on the Hydraulic Manual, Roadway Design Manual, or any other TxDOT literature and guidelines. Include the intensity and/or Precipitation for 24-hr rainfall.
- Time of concentration (i.e. sheet flow, overland flow, & channel flow).
- Intensity calculations for the design frequency and 1% AEP
- Runoff calculations for the design frequency and 1% AEP

C. Culvert *Hydraulics.* The Engineer shall refine the final design of culverts from the Preliminary Drainage Report from the preliminary engineering phase.

The hydraulic calculations shall have the following:

- Determine flows for cross culvert drainage systems.
- Determine the sizing of the drainage crossings. The scope includes replacing or extending non bridge-class culvert crossing or crossings as specified in the Work Authorization.
- Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the County's Hydraulic Design Manual, District criteria and any specific guidance provided by the County. Cross drainage design shall be performed using HY-8, HEC RAS or Bentley's CulvertMaster
- Description-Material, Size, & Entrance(headwall)
- Design discharges, Flow per barrel, barrel slope, and Manning n-value
- Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
- Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.

D. Hydraulic Data Sheets. The Engineer shall develop Hydraulic Data Sheets.
E. Culvert Layout Sheets. The Engineer shall develop culvert plan/profile sheets for up to two (2) cross culverts.
F. Sidestreet & Driveway Culvert Design & Summary. The Engineer shall design and develop a Sidestreet & Driveway Culvert Summary sheet.
G. Ditch Tables & Calculations. The Engineer shall design all ditches to assure the design discharge is capable of being contained within the size of the ditch and set depth and freeboard as indicated on the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary County-approved manuals.
H. Box Culvert Supplemental Sheet. (Not Applicable) The Engineer shall make calculations necessary to complete a Box Culvert Supplement Standard.
I. Drainage Quantity Sheet. The Engineer shall compute and tabulate drainage quantities.
J. Drainage Standards. The Engineer shall select appropriate drainage standard sheets.

161.2 Stormwater Prevention Plan (SW3P)

A. SW3P Narrative. The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.
B. Temporary Erosion Control Layouts. The Engineer shall prepare Temporary Erosion Control Layouts (1"=100').
C. Permanent Erosion Control Layouts. The Engineer shall prepare Permanent Erosion Control Layouts (1"=100').
D. Environmental Permits Issues and Commitments (EPIC) Sheets. The Engineer shall complete the latest version of the EPIC sheets per information provided by the County. These sheets must be signed, sealed, and dated by the Engineer as indicated in signature block. The final sheets must be submitted for the County's signature.
E. SW3P Quantity Sheet. The Engineer shall compute and tabulate SW3P quantities.
F. SW3P Standards. The Engineer shall select appropriate SW3P standard sheets.

161.3 Water Pollution and Abatement Plan (WPAP)

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements

FUNCTION CODE 162 – SIGNING, PAVEMENT MARKINGS, AND SIGNALIZATION

162.1 Signing and Pavement Markings Layouts

The Engineer perform the following tasks:

- Design to establish required pavement markings, markers, and signing;
- Develop the various plans and details required for plan sheets (estimated 2 plan sheets), including details/labels indicating status/disposition of existing small signs;
- Complete Summary of Small Signs (SOSS) sheet.

162.2 Small Sign Detail Sheets

The Engineer shall develop small sign detail sheets for any non-standard signs. Provide sufficient details for sign development. Signs to be TMUTCD compliant.

162.3 Summary of Quantities

The Engineer shall compute and tabulate signing and pavement markings quantities.

162.4 Signing & Pavement Markings Standards

The Engineer shall select appropriate signing and pavement markings standard sheets.

FUNCTION CODE 163 – MISCELLANEOUS ROADWAY

163.1 General Sheets

The Engineer shall prepare Title Sheets, Index Sheets, Project Layout, and Estimate and Quantity Sheets per the District requirements.

The Engineer shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The Engineer shall prepare General Notes from the District's Master List of General Notes, Special Specifications, and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications, and Special Provisions in the required format.

WA#1 deliverables will be revised to include the Flite Acres Road intersection improvements.

163.2 Traffic Control Plan, Detours, and Sequence of Construction

The Engineer shall prepare Traffic Control Plans (TCP) for the project. The Engineer shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall:

- Provide a written narrative of the construction sequencing and work activities. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
- Determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, barricades, flag personnel, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag-person, signals, etc.). The Engineer shall show temporary detours required to maintain lane continuity throughout the construction phasing.
- If temporary shoring is required, prepare layouts and show the limits on the applicable TCP.
- Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction. The Engineer shall notify the County in the event existing access must be eliminated, and must receive approval from the County prior to any elimination of existing access.
- Make every effort to prevent utility relocations from extending beyond the proposed Right-of-Way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the County in writing of the need and justification for such action.
- Identify and coordinate with all utility companies for relocations required.
- Identify and delineate any outstanding ROW parcels. Delineate areas of wetlands on traffic control plans.
- Select any necessary standard details from County or District's list of standards for traffic control items.

163.3 Utility Coordination

90% & 100% Design:

1. Develop Utility Contact List. The Engineer shall establish contact with existing Utility Companies within and adjacent to the Project and create a utility contact list. This list will be maintained throughout the project.
2. As-builts/Records Research. The Engineer shall contact all known utility providers in and adjacent to the project area and request maps and/or as-builts of their existing facilities.
3. Existing Utility Layout. The Engineer shall create an existing utility layout in the latest version of Microstation V8 provided by each Utility Owner. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.
4. Field Reconnaissance and Data Collection. The Engineer shall make a field visit to verify existing utility layout drawings with field conditions.
5. 90% & 100% Written Notification Letters. The Engineer shall will prepare and mail written notification letters to all known Utility Owners within and adjacent to the project site. A CD will be included with the letter containing milestone design plan sheets (*.pdf and *.dgn format).
6. 90% Conflict Assessment. The Engineer shall will determine which utilities will conflict with roadway construction and County guidelines based on the latest design plans and make the utility company aware of these conflicts. We will be reviewing for direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. A detailed list will be prepared at each of the design milestones and will be communicated with the Utility Owners and design team.
7. Evaluate Relocation Alternatives. The Engineer shall will evaluate alternatives in the adjustment of utilities, balancing the needs of both the County and the Utility.
8. 90% Group Design Utility Coordination Meetings. The Engineer shall shall establish contact with existing Utility Companies within and adjacent to the Project and set up a utility coordination meeting to discuss concepts and options for construction based on the 90% design plans. This meeting will include meeting preparation, travel time, meeting and follow-up meeting minutes. The Engineer shall will set agenda for all coordination meetings as directed by the County.
9. Utility Schedule and Sequencing. The Engineer shall will review the utility adjustment schedule in relation to construction sequencing and schedule for timely relocation of the utility.

163.4 Subsurface Utility Engineering (SUE)

The Engineer shall perform Level C, B, A, and to obtain vertical clearance of all overhead utilities affected by the project. It is anticipated that Level B SUE will be required in the following locations along the project corridor:

- From the intersection of FM 3237 and Flite Acres: 1000ft West and 1000ft East along the FM 3237 Right of Way.
- From the intersection of FM 3237 and Flite Acres: 200ft South along the Flite Acres Right of Way.

The engineer shall perform up to two (2) Quality Level A Test Holes.

When performing this type of work the Engineer follows ASCE 38-02 “The Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data”- see below.

Utility Quality Levels are defined in cumulative order (least to greatest):

Quality Level D - Existing Records: Utilities are plotted from review of available existing records

Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications may be referenced to established survey control. Level B SUE does not include inventory of overhead utilities and does not include investigation of storm drains or culverts.

Additional description of services, methodology and equipment is below.

Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data

The Engineer shall:

1. Use records and utility layout generated by performance of UC task to assist on field work.

2. Field Survey and identify pole attachments for facilities affected by the project.

3. Correlate utility owner records with survey data and resolve discrepancies using professional judgment

4. Draft a color-coded composite utility facility plan with utility owner names, quality levels, and if available line sizes. Line sizes will be from record information. This information shall be provided in Micro Station (or if required AutoCAD). American Structure Point will provide base files for drafting (e.g. existing topo, edge of pavement, right of way and alignment files in dgn or dwg format.)

5. Clearly identify all utilities that were discovered from quality Levels C and D investigation.

“Standard traffic control” is performed by The Engineer shall and is included in our rates. Standard traffic control can be described as that necessary for manhole entry or short-term access to utility features located in the roadway. However, depending on the location of proposed test holes ‘non-standard’ traffic be required (lane closures, police officer present, arrow board, etc.) these services will be considered extra.

163.5 Constructability Review

The Engineer shall provide Independent Quality Review of the constructability PS&E sets.

The Engineer shall perform constructability reviews at major project design milestones (90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SW3P), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format.

Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The Engineer shall provide the results of all Constructability reviews and recommendations to the County at major project design milestone submittals.

FUNCTION CODE 164 – PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer, in association with the County's Representative, shall be responsible for directing and coordinating all activities associated with the project to comply with County policies and procedures, and to deliver that work on time.

164.1 Contract Management and Administration

The Engineer shall perform the following tasks:

A. Prepare monthly progress reports and invoices
B. Prepare, distribute, and file both written and electronic correspondence. Prepare and distribute meeting notes.
C. Document phone calls and conference calls as required during the project to coordinate the work for various team members.
D. Manage and coordinate with subconsultants

164.2 Project Coordination Meetings

The Engineer shall attend the following meetings:

A. Monthly Project Coordination Meetings (4) and Biweekly Status Calls
B. Utility Coordination Meetings (up to 3)
C. TxDOT Review Meetings (1)
D. County Review Meetings (1)
E. TCEQ Meeting (1)

164.3 Schedule

The Engineer shall develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule. The schedule submittals shall be hard copy and electronic format.

164.4 QA/QC

The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall provide internal review redlines and comment resolution documentation.

PS&E DELIVERABLES

SWA#2 work shall be incorporated into the WA#1 PS&E deliverables. In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files:

1. One (1) hardcopy of the DSR and 1002 Form
2. Three (3) hardcopies of Probable Opinion of Cost at the 90%, and 100% stages
3. Three (3) hard copies of 11"x17" plans for County, GEC and TxDOT review at the 90%, and 100% stages
4. Electronic files shall be furnished to the County on a CD or DVD Recordable media compatible with the County's information technology requirements.
5. WPAP Application

ASSUMPTIONS

The proposed scope of services is based on the following assumptions:

1. A 12-month schedule is assumed for environmental services.
2. Obtaining Right-of-Entry and Right-of-Way parcel acquisition are outside of this Supplemental scope of services.
3. Retaining wall locations to be determined in the preliminary engineering phase and if design required we will prepare supplemental services.
4. Need for utility relocation design to be determined in the preliminary engineering phase and if design required we will prepare supplemental services.
5. Landscaping is excluded from the scope.
6. Bid phase and construction phase services are excluded from the scope.
7. Supplemental work will be added into WA#1 deliverables:
    a. PS&E
    b. Environmental
    c. Geotechnical Engineering Report
    d. Surveying
    e. Utilities
    f. WPAP

ATTACHMENT C-1
WORK SCHEDULE
RM 3237 SAFETY IMPROVEMENT PROJECT FROM RM 150 TO RM 12
Supplemental Work Authorization No. 2 to Work Authorization No. 1

Preliminary Design (2 months)

Notice to Proceed SWA No. 2 to WA No. 1	5/04/2020
Draft Preliminary Drainage Report	6/19/2020
Revise Environmental Documents	7/13/2020
Final Preliminary Drainage Report	7/20/2020

PS&E (5 Months)

90% PS&E	(Submittal shall include SWA No. 2)	7/20/2020
100% PS&E		9/28/2020

EXHIBIT D

Fee/Rate Schedule

FEE SCHEDULE(S) SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

April 9, 2020

Mr. Ricardo Zamarripa, P.E.
American Structurepoint, Inc.
3711 South Mopac Expressway
Building One, Suite 350
Austin, TX 78746

Re: RM 3237 Corridor SWA 2 WA 1 – Design
Design Survey
Hays County, Texas
SAM Proposal 1017040117

Mr. Zamarripa,

Surveying And Mapping, LLC (SAM) is pleased to provide American Structurepoint, Inc. (ASI) this proposed scope of services and fee estimate for professional surveying services in connection with the Hays County RM 3237 Corridor LiDAR study. This proposal is based upon information provided to us on April 8, 2020.

After you have reviewed the attached proposed Scope of Services and Fee Estimate, please do not hesitate to call if you have any questions or comments. Thank you for the opportunity to be of service. We are looking forward to working with you on this project. This project will be completed under a sub-consultant agreement between ASI and SAM.

Sincerely,

Scott C. Brashear, R.P.L.S.
Project Manager

SCOPE OF SERVICES
SUPPLEMENTAL WORK AUTHORIZATION NO. 2
WORK AUTHORIZATION NO. 1
DESIGN SURVEY

Project Limits

Within the apparent existing ROW of RM 3237, from approximately 250 feet northeast of the intersection of Old Kyle Road/RM 3237 to approximately 1,900 feet south of Winters Mill Pkwy (approximately 0.5 miles total) and approximately 400 feet south of the intersection of Flite Acres Road/RM 3237.

Project Control

SAM shall establish up to 2 primary survey control points. Primary control points shall consist of Type II brass disks in concrete set at either end of the project. The primary survey control points will be set in locations that will likely be undisturbed by construction or State maintenance. SAM shall establish up to 2 secondary control points within the project limits, consisting of 5/8" iron rods with "SAM Control" caps set intervisible with the primary control. The project control will be placed on horizontal and vertical datums [NAD83/2011/NAVD88 values (Texas Coordinate System, South Central Zone)]. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the State. Elevations will be derived from GPS observations using Geoid 2012A model. Digital levels will be run through all primary and secondary control points to confirm the established elevations.

Design Survey

SAM shall collect conventional on-the-ground surveying within the project limits. In such areas, cross-sections and break lines will be obtained at approximately 50-foot intervals. Major grade-break lines necessary to produce a 1' interval contour DTM will be collected, as well as visible improvements including driveways (with type noted), driveway pipes, drainage structures (noting size, material and flowline elevation), edge of pavement, guardrail, fences, signs (with text) and mailboxes, visible utilities and visible evidence of underground utilities only. SAM shall locate trees 5-inches and larger in diameter (noting size and common name) within the existing ROW.

SAM shall locate existing ROW monumentation and other physical evidence of the existing ROW and tie to the project control. ROW location will include the existing RM 3237 ROW and existing State-owned intersecting roads up to 500 feet beyond RM 3237 only. ROW limits on as-built plans or existing ROW maps provided by the County or the State will be used to establish the approximate existing ROW. This is not a ROW Retracement Survey or Boundary Survey. The information will be plotted to create a basefile for design purposes only and is not intended to be used for ROW acquisition. Performing courthouse records research or locating private or County-maintained road limits is outside of this scope of services. The ROW delineation will be conveyed in digital/DGN format only.

Utilizing terrestrial LiDAR technology and the Trimble SX 10 scanning total station, SAM shall collect features within the existing traveled lanes of RM 3237 and the intersecting roadways. In such areas, SAM shall collect and extract crown of road, paint stripes, and major grade breaks.

SAM shall contact Texas 811 (DIGTESS) to facilitate the markings of underground utilities within the project limits. SAM shall locate only the paint marks and/or pin flags as established by One-Call. SAM will also pick up utilities identified/marked by the County or State.

SAM shall merge and append the conventional design survey to the terrestrial LiDAR mapping data to create a seamless 2D planimetric and 3D DTM file.

Assumptions

- Obtaining Right-of-Entry and Right-of-Way parcel acquisition are outside of this Supplemental scope of services.

Project Deliverables

SAM will provide all files via secure ftp site and/or on a portable hard drive.

- 2D planimetrics, 3D DTM (Microstation V8i)
- Right-of-Way base file in Microstation V8i (.dgn) format
- .Gpk and TIN file.
- Word doc file of surveyed points list and TxDOT descriptor code list.
- *Survey Control Index Sheet* and *Horizontal and Vertical Control Sheet* signed, sealed, and dated by a Registered Professional Land Surveyor on 11x17 pdf
- PDF file of scanned field book copies

Additional Services

Services additional to those scoped herein may be provided at the written request of ASI. After receipt of the request for additional services, SAM will generate and submit for ASI's approval a scope and fee for the services to be provided. These may include, but are not limited to, the following:

- Extraction of additional planimetric and/or topographic features outside of those scoped herein
- Acquisition of additional areas not scoped herein
- Subsurface Utility Engineering (SUE) services
- ROW surveying and mapping services
- Establishing TxDOT Type II ROW monumentation
- Prepare TxDOT-standard ROW mapsheets
- Obtaining right of entry from the adjoining landowners to survey on private property beyond that scoped herein
- Staking of the proposed Engineers centerline / baseline or proposed ROW
- Title abstracting or courthouse records research beyond that scoped herein
- Surveying and document preparation for Drainage easements, Temporary Construction Easements and Denial of Access Lines
- Additional work due to changes in alignment project
- Any other services not specifically outlined herein

EXHIBIT A

Blue Hole Ln
Blue Hole Rd
285
Old Kyle Rd
Masonic Lodge Rd
Meadow Vw
Buttercup Trl

April 13, 2020

Mr. Ricardo Zamarripa, P.E.
American Structure Point, Inc.
1717 West 6th Street
Austin, Texas 78703

Re: SWA#2 to WA#1 Proposed Scope of Services: RM 3237 at Flite Acres Road, Hays County, Texas

Dear Mr. Zamarripa:

At your request, we have prepared the following scope of environmental services to be provided by Blanton & Associates, Inc., ("B&A") for Hays County regarding the proposed improvements to RM 3237 at Flite Acres Road. The proposed improvements include the following:

- Widening RM 3237 for approximately 2,000 feet to accommodate proposed four-foot-wide shoulders and adding left and right turn lanes on RM 3237 at Flite Acres Road.

The proposed work is expected to take place within existing right-of-way.

RM 3237 is an on-system facility; therefore, it is anticipated that all work would be in compliance with TxDOT's environmental process and procedures. Under this proposal, B&A will prepare environmental documentation in accordance with TxDOT's Environmental Compliance Toolkits. Based on our review of the information provided by American Structure Point, Inc. (Engineer) and an initial desktop analysis, it is anticipated that the proposed project would be classified as a Categorical Exclusion (CE) under 23 CFR 771.117; therefore, under this scope of services B&A would prepare environmental documentation in support of CE programmed under one control-section-job (CSJ) number. The environmental documentation will include the following:

1. Project Management, Monthly Progress Reports, Invoices, and Billings

Submit monthly progress status reports. Progress reports will include: tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives.

Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

2. Project Coordination and Administration

Prepare and maintain routine project record keeping including records of meetings.

Correspondence and coordination will be handled through and with the concurrence of American Structure Point, Inc., Hays County, and TxDOT.

Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the duration of the project, meeting agendas, meeting minutes, and schedule meetings), direct team/staff, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries as directed by American Structure Point, Inc.

3. Progress/Coordination Meetings (external meetings assumed)

Attend a kickoff meetings and coordination/progress meetings with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.

Prepare environmental agenda items for external coordination/progress meetings.

Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

Conduct internal coordination meetings as required to advance the development of the project.

4. Project Schedule

Maintain project schedules indicating tasks, subtasks, critical dates, milestones, and deliverables.

Deliverables:

a. Monthly Invoices and Progress Reports
b. Project Specific QA/QC Plan
c. Meeting Minutes
d. Project Schedules

5. Project Scoping

B&A will complete the Work Plan Development I and II (WPD) Forms or provide the required content for the WPD in order to identify the required actions for the project and submit it to American Structure Point, Inc., Hays County and TxDOT for review and approval. Working closely with the Engineer, the County, and TxDOT, B&A will complete the WPD which will identify the list of environmental tasks required for the project. Hays County will serve as the local government project sponsor and the TxDOT Austin District Office will serve as the department delegate.

Deliverables:

a. Draft WPD form
b. Final WPD form

6. Environmental Constraints and Data Collection

B&A will identify, collect and map environmental constraints within a 200-foot buffer surrounding the existing right-of way/project limits of the project for Hays County and TxDOT review. Constraints information collected for planning purposes will be based on existing available databases and will aid the Engineer during project development so that impacts to potential critical environmental issues can be avoided and/or minimized. Information collected will include historic and archeological sites identified in the Texas Historical Commission's Sites Atlas, land use/land cover, cemeteries, residential areas, historical

landmarks, prime farmlands, known occurrences of threatened and endangered species from Texas Parks and Wildlife Natural Diversity Database, habitat conservation preserves, water resources (stream crossings, drainage crossings, 100-year floodplains and National Wetland Inventory features, Edwards Aquifer Zones, and hazardous materials site. Constraints information will also be used as baseline conditions for field investigations required for the project.

Deliverables:

a. Draft Environmental Constraints Map
b. Final Environmental Constraints Map

7. Environmental Technical Reports and Forms

It is anticipated that the following technical reports and forms will be needed in order to comply with TxDOT's procedures to receive environmental approval:

A. Project Description Memo/Report

This task will include a written description of the proposed actions including funding for the project. Specific design details for the proposed roadway improvements will be provided by the Engineer. B&A will document the existing and proposed ROWs and easements, length, width, and proposed improvements. Proposed typical sections, plan and profile sheets, and land use/land cover will be included as part of the project description memo. The memo will be sent to the Engineer for review.

Deliverables:

a. Draft Project Description Memo
b. Final Project Description Memo

B. Waters of the U.S./Section 404 Compliance

B&A will prepare a surface waters analysis form, Waters of the U.S. report and Section 404 impacts table (if applicable). Drafts will be submitted to the Engineer for review.

The report will identify specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current USACE permits and conditions based on data collection and field reconnaissance.

It is assumed that a Preconstruction Notification to the USACE will not be required for the project. If additional permits are needed, they would be covered under a separate scope and budget.

Deliverables:

a. Draft Waters of the U.S. Report
b. Final Waters of the U.S Report

C. Biological Resources

B&A shall perform a State and Federal protected species habitat analysis for the project using the latest TxDOT Species Analysis Spreadsheet, Tier I Site Assessment Form, and Species Analysis Form. Qualified personnel shall complete the forms and spreadsheet based on results of the habitat assessment conducted

for the project. The forms shall be submitted to American Structure Point Inc., Hays County and TxDOT for review. In addition, qualified personnel shall examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the Transportation Activity. Data examined shall include Element of Occurrence Identification (EOID) records from Texas Parks and Wildlife Department's (TPWD's) Texas Natural Diversity Database (TXNDD) and information from the United States Fish and Wildlife Service's (USFWS') Information, Planning, and Consultation (IPaC) tool.

Documentation shall follow the latest TxDOT guidance, policies and practices, be in accordance with the current State and TPWD Memorandum of Understanding (MOU) and USFWS protocols and follow the guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis in TxDOT Environmental Documents. All biological services shall be performed in accordance with the latest TxDOT guidance, policies, and practices located on the TxDOT website.

Deliverables:

a. Draft Species Analysis Spreadsheet
b. Final Species Analysis Spreadsheet
c. Draft Tier 1 Site Assessment
d. Final Tier 1 Site Assessment
e. Draft Species Analysis Form
f. Final Species Analysis Form

D. Project Coordination Request Form for Historic Resources

B&A shall prepare a Project Coordination Request (PCR) form, which shall comply with the TxDOT Environmental Compliance Toolkits provided by the State's Environmental Affairs Division. B&A shall revise the PCR to address comments by the Engineer, County and/or State. The State assumes responsibility for transmitting the findings to the Texas Historical Commission (THC) and any appropriate consulting parties. This scope and fee does not include historic resources field survey or associated reports. If a historic resources survey is required, a supplemental scope and fee shall be prepared. It is anticipated that the PCR form will be the only deliverable required for historic resource compliance.

Deliverables:

a. Draft TxDOT Historic Resources Project Coordination Request Form
b. Final TxDOT Historic Resources Project Coordination Request Form

E. Archeological Background Study and Survey Report

An Archeological Background Study will be completed and submitted to American Structure Point Inc., Hays County and TxDOT as early as possible during project planning for the project. This task includes a background review of records available via the Texas Historical Commission's restricted-access online Texas Archeological Sites Atlas to determine if any previously recorded archeological sites are located in or near the project area. It is anticipated that an archeological survey will not be required. This scope does not include any provision for National Register of Historic Places site testing, mitigation, or construction monitoring.

Deliverables:

a. Draft Archeological Background Study
b. Final Archeological Background Study

F. Community Impacts Assessment

As applicable, this task will address potential effects of the project on neighborhoods or communities, travel patterns, access, and public safety, particularly as those changes may differentially affect various social groups and minorities. The assessment will conform to Federal Highway Administration (FHWA) guidance for compliance with Executive Order 12898 on Environmental Justice. The assessment will also document if populations with Limited English Proficiency are located within the project. These reports will be submitted to American Structure Point, Inc., Hays County and TxDOT for review.

Deliverables:

a. Draft Community Impacts Assessment
b. Final Community Impacts Assessment

G. Hazardous Materials Initial Site Assessment

A standard American Society for Testing and Materials (ASTM) data search for potential hazardous material sites within one mile of the project sites will be performed. The report will include maps and detailed information on sites identified. In addition, a visual inspection for potential hazardous materials will be performed within the existing and proposed ROWs. The Engineer will be notified if further investigation is necessary based on the results of the report or on-site inspections. All findings will be summarized using TxDOT's *Initial Site Assessment* form. The report will be submitted to American Structure Point, Inc., Hays County and TxDOT for review.

Deliverables:

a. Draft TxDOT Initial Site Assessment Form
b. Final TxDOT Initial Site Assessment Form

8. Public Involvement

B&A will provide environmental support for one meeting with affected property owners.

Deliverables:

c. Draft Meeting Notes
d. Final Meeting Notes

ASSUMPTIONS

This proposed scope of services is based on the following assumptions:

1. Based on the project description, a traffic noise analysis is not included under this scope of services.
2. Presence/absence surveys for federally endangered species will not be required. If the results of the habitat assessments indicate that a survey(s) is necessary, or the USFWS determines one or more surveys are needed, survey(s) will be accomplished under a separate scope and budget.

3. This scope and budget does not include the preparation of a Biological Assessment (BA). If a BA is necessary, it will be completed under a separate scope and budget.
4. Section 7 consultations under the Endangered Species Act are not included in this scope of services. Section 7 consultation, if deemed necessary, will be accomplished under a separate scope and budget.
5. Impacts to wetlands or other waters of the U.S. are not anticipated. Activities associated with a pre-construction notification or Individual Section 404 (Clean Water Act) permit would be conducted under a separate scope and budget.
6. If a reconnaissance level historic resources survey, report for non-archeological historic resources, intensive level survey, or other additional historic resource investigations are required, they would be done under a separate scope and budget.
7. All necessary land access will be secured by others.
8. Any mitigation plan that may be required as a result of regulatory coordination or consultation would be done under a separate scope and budget.
9. CE documentation is expected to be adequate to meet the National Environmental Policy Act requirements for the project. If the project does not qualify as a CE, or Environmental Assessment is deemed necessary, the additional work involved to prepare another type of environmental documentation will be conducted under a separate scope and budget.
10. All public involvement scheduling, setups, and logistics would be organized and executed by others.
11. This scope and budget does not include formal coordination with any regulatory agency.
12. This scope and budget does not include the preparation of a 4(f) Evaluation or the resolution of adverse effect activities or mitigation efforts for non-archeological historic resources.
13. This scope and budget does not include the preparation of a 6(f) Evaluation.
14. This scope and budget does not include a geologic assessment and/or a water pollution abatement plan.

Under this scope of services, B&A proposes to prepare CE documentation and conduct necessary field investigations based on the fee in Appendix A.

Should you have any questions regarding this proposal, please feel free to call me at (512) 264-1095.

Sincerely,

Dean Tesmer
Blanton & Associates, Inc.

SCOPE OF SERVICES
Hays County
SWA2_ FM 3237 at Flight Acres
UTILITY COORDINATION & SUBSURFACE UTILITY ENGINEERING SERVICES

1.0 Utility Coordination

Utility adjustment coordination includes utility coordination meetings with individual utility companies, communication and coordination with utilities, conflict assessment and analysis, and preparation of utility agreements, including reimbursable and non-reimbursable. All utility coordination activities will be in accordance with Hays County & TxDOT Guidelines. There are up to (7) Utilities anticipated along the project corridor, including Spectrum (formerly Time Warner Cable), Pedernales Electric Cooperative (PEC), Shell Energy, Wimberly Water Supply, Village of Wimberly Wastewater, and two telecommunications.

90% & 100% Design:

1. Develop Utility Contact List. CobbFendley establish contact with existing Utility Companies within and adjacent to the Project and create a utility contact list. This list will be maintained throughout the project.

2. As-builts/Records Research. CobbFendley shall contact all known utility providers in and adjacent to the project area and request maps and/or as-builts of their existing facilities.

3. Existing Utility Layout. CobbFendley shall create an existing utility layout in the latest version of Microstation V8 using base topo/survey files provided by American Structurepoint correlated with as-builts provided by each Utility Owner. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.

4. Field Reconnaissance and Data Collection. CobbFendley shall make a field visit to verify existing utility layout drawings with field conditions.

5. 90% & 100% Written Notification Letters. CobbFendley will prepare and mail written notification letters to all known Utility Owners within and adjacent to the project site. A CD will be included with the letter containing milestone design plan sheets (*.pdf and *.dgn format).

6. 90% Conflict Assessment. CobbFendley will determine which utilities will conflict with roadway construction and County guidelines based on the latest design plans and make the utility company aware of these conflicts. We will be reviewing for direct conflicts with proposed roadway improvements, constructability conflicts, and conflicts with current rules/guidelines. A detailed list will be prepared at each of the design milestones and will be communicated with the Utility Owners and design team.

7. Evaluate Relocation Alternatives. CobbFendley will evaluate alternatives in the adjustment of utilities, balancing the needs of both the County and the Utility.

8. 90% Group Design Utility Coordination Meetings. CobbFendley shall establish contact with existing Utility Companies within and adjacent to the Project and set up a utility coordination meeting to discuss concepts and options for construction based on the 90% design plans. This meeting will include meeting preparation, travel time, meeting and follow-up meeting minutes. CobbFendley will set agenda for all coordination meetings as directed by the County and American Structurepoint.

9. Utility Schedule and Sequencing. CobbFendley will review the utility adjustment schedule in relation to construction sequencing and schedule for timely relocation of the utility.

10. Individual Follow-up Utility Coordination Meetings. CobbFendley will set-up utility coordination

meetings with individual Utility Owners to discuss relocation plans, relocation alternatives, schedule, etc. CobbFendley will set agenda for all coordination meetings as directed by the County and American Structurepoint. Individual utility coordination meetings include meeting preparation, travel time, meeting and follow-up meeting minutes (*up to five individual utility meetings anticipated*).

11. Coordinate, Secure and Review Relocation Plans/Permits (Non-Reimbursable – no proposed ROW). CobbFendley will assist each non-reimbursable utility in preparing and submitting necessary County permits for construction.

    CobbFendley shall review utility relocation plans to ensure compliance with TxDOT UAR and County design criteria and to ensure that the proposed relocation will not conflict with proposed roadway improvements. Relocation plan reviews are for compliance with proposed location data. The responsibility for quality and accuracy of utility adjustment plans will remain with the Utility Company *(up to five relocation plans/permits).*

12. Process Utility Reimbursement Payment Requests (0 anticipated – no proposed ROW).

1.2 Pre-Construction:

1. Prepare Utility Certifications for project letting package, identifying anticipated utility clearance dates.

2.0 Subsurface Utility Engineering.

The purpose of this SUE investigation is to provide Level A vacuum excavation test holes to determine horizontal and vertical location of utilities on the above referenced project. The proposed test hole locations have yet to be determined.

SERVICES TO BE PROVIDED BY COBB FENDLEY

When performing this type of work CobbFendley typically follows ASCE 38-02 “The Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data”- see below. It is anticipated that CobbFendley will provide Quality Level B and Level A information.

Utility Quality Levels are defined in cumulative order (least to greatest):

Quality Level D - Existing Records: Utilities are plotted from review of available existing records

Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications may be referenced to established survey control. Level B SUE does not include inventory of overhead utilities and does not include investigation of storm drains or culverts.
Additional description of services, methodology and equipment is below.

Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data

2.1 Designate (Quality Level B)

Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services.
It is anticipated that Level B SUE will be required in the following locations along the project corridor:

- From the intersection of FM 3237 and Flite Acres: 1000ft West and 1000ft East along the FM 3237 Right of Way.
- From the intersection of FM 3237 and Flite Acres: 200ft South along the Flite Acres Right of Way

CobbFendley shall:

- Use records and utility layout generated by performance of UC task to assist on field work.

- Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.

- Designate, record, and mark the horizontal and vertical location of the existing tone-able utility facilities using non-destructive surface geophysical techniques. Tone-able utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde. No storm sewer facilities are to be designated. A non-water base paint, utilizing the APWA color code scheme, shall be used on all surface markings of underground utilities.

- Correlate utility owner records with designating data and resolve discrepancies using professional judgment

- Survey SUE field markings. Tie survey to existing site survey control. American Structure Point will provide control and base topo, alignment and Right of Way Files
-
- Draft a color-coded composite utility facility plan with utility owner names, quality levels, and if available line sizes. Line sizes will be from record information. This information shall be provided in Micro Station (or if required AutoCAD). American Structure Point will provide base files for drafting (e.g. existing topo, edge of pavement, right of way and alignment files in dgn or dwg format.)

- Clearly identify all utilities that were discovered from quality Levels and D investigation but cannot be depicted in quality level B standards. These utilities shall have a unique line style and symbology in the designate (Quality Level B) deliverable.

2.2 Level A Test Holes

In locations where the depth of identified buried utilities is required, CobbFendley will perform FHWA Level A vacuum test holes. This proposal assumes we will perform up to two (2) Level A Test Holes. In order to efficiently excavate holes in the correct locations, target utilities will be designated in the immediate vicinity of each proposed location prior to excavation. Holes are excavated using nondestructive compressed air and vacuum technique.

If target utilities are non-conductive (eg: PVC water lines) or site conditions mean they are otherwise difficult to find, hydro-vac excavation can be used to perform slot trenching to locate the line. Hydro-vac excavation incurs additional cost and is not included in this scope and fee.

Conventional compressed air vacuum excavation will be performed as follows:

1. Coordinate with Client to determine location of proposed test holes. Client will provide any right of entry permission or permits that are required.

2. Using non-destructive surface geophysical techniques designate target utilities at each proposed hole location. Designate means to identify and mark tone-able utilities Tone-able utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde.

3. Comply with policies for the prevention of underground utility damage (i.e., one-call system)

4. Vacuum excavate to measure and record the depth and location of found items. Test holes do not typically exceed 1 square ft unless usual circumstances exist. CobbFendley accepts no responsibility for contaminated soils should they be encountered during excavation. CobbFendley does not take ownership of any excavated material.

5. Record depth of the utility, line size, line material, condition of the line, type of soil around the line. Provide markers at each utility location.

6. Backfill the hole. Compact in lifts. Restore pavement if required. It is assumed that excavated material can be used as backfill and asphalt patch for surface restoration. If other backfill (i.e., flowable fill) or surface restoration is required, these costs are additional.

7. Survey utility test hole locations and tie to existing project survey control. Client will provide survey control.

8. Draft surveyed information onto project base map. Client will provide base map file (typically topo or alignment file) in AutoCAD or Microstation format.

“Standard traffic control” is performed by CobbFendley and is included in our rates. Standard traffic control can be described as that necessary for manhole entry or short term access to utility features located in the roadway. However, depending on the location of proposed test holes ‘non-standard’ traffic be required (lane closures, police officer present, arrow board, etc.) these services will be considered extra.

EXCLUSIONS

The following items are not included in the above scope but can be provided for as an additional service (scope & fee to be negotiated).

1. Utility relocation design services
2. Construction-phase services, including attendance at pre-construction meetings and construction observation & monitoring
3. Hydro-vacuum excavation services

SCOPE OF SERVICES

GENERAL

The work to be performed by the SUBCONSULTANT consists of providing services following TxDOT and Hays County criteria, processes and requirements current as of the date of this scope of services. All electronic graphics files will be developed using Microstation Version 8/8i. Other project documents will utilize Microsoft Office 2010 software or later versions.

I. PROJECT MANAGEMENT

The ENGINEER will provide project management services to facilitate project development. These services will include the following:

A. Provide Project Administration and Controls.

1. Prepare and submit a monthly invoice package, which shall include the Subconsultant's invoice, summary of time charges, and employee timesheets
2. The subconsultant will manage project activities, direct Subconsultant's team/staff, and correspond with Engineer and Engineer's representatives.

B. Attend project coordination meetings with Engineer. The meetings shall include the following: NO ADDITIONAL MEETINGS EXPECTED

II. PRELIMINARY DESIGN

Develop preliminary design details for schematic level design. Design details will be consistent with both Hays County and TxDOT policies and procedures.

A. Develop a layout of proposed pavement markings consistent with TxDOT design preferences

III. PLANS, SPECIFICATIONS & ESTIMATES (PS&E)

A. General

Develop PS&E design details in accordance with latest Hays County and TxDOT policies and preferences. The scope of this project is based on the assumption that there will be one set of PS&E developed for all improvements to RM 3237. Project limits are From Sta. 29+45 to Sta. 49+40 (0.38-mi). It is further assumed that Hays County will be bidding/letting the contract. The subconsultant will include specifications, bid codes, general notes, and Standard detail sheets. All plan sheets shall be developed using 11" x 17" sheets sizes and shall be of uniform style and quality.

B. Signing, Pavement Markings & Markers

1. Signing & Marking
   - Perform design to establish required pavement markings and markers, and signing
   - Develop the various plans and details required for plan sheets (Estimated at two additional plan sheets)
   - Include details/labels indicating status/disposition of existing small signs
   - Update Summary of Small Signs (SOSS) sheet
2. Compute and tabulate quantities. Quantities to be summarized on individual plan sheets and on a separate summary sheet.

3. Develop Sign Detail plan sheet for two non-standard signs. Provide sufficient details for sign development. Signs to be TMUTCD compliant.
4. Assemble pertinent standard sheets and details
5. Signing, Marking & Signal design assumptions
    - Project reference files provided by the Engineer including alignment and pavement files.
    - CAD standards to be established by the Engineer. If specific pen tables, fonts, or other cad standards are required, they will be provided by the Engineer.
    - Design process does not include utilization of Projectwise platform.
    - TxDOT standards are acceptable when applicable

C. Deliverables

All Deliverables will comply with checklists provided by current version of TxDOT Project Development Manual

1. 30% Submittal
2. 60% Submittal
3. 90% Submittal
4. Final Submittal
5. Project Manual and Electronic Files (Submitted at 100%).
6. Deliverable details:
    a) All final plan sheets will be submitted on 11 X 17 paper, signed / sealed by a Professional Engineer or Surveyor licensed / registered within the State of Texas.
    b) Interim review plan sheets will be transmitted electronically, in PDF format.
    c) Plan sheets to be numbered separately through the review process. IE: sheet number SSD1 through SSD20. Conventional numeric sheet numbers to be used on final plan sheets.
    d) Drawing sheets and plans shall be prepared utilizing MicroStation V8i.
    e) Text documents shall be developed utilizing Microsoft Office Word 2010
    f) Spreadsheets documents shall be developed utilizing Microsoft Office Excel 2010.

IV. BID PHASE SERVICES

No bid phase services will be provided

V. CONSTRUCTION PHASE SERVICES

No construction phase services are included in this scope of services

VI. OTHER PROJECT & SCOPE ASSUMPTIONS

1. Services resulting from significant changes in the general project scope, extent or character of the project or scope of work, and revising previously accepted studies, reports, design documents, or contract documents when such revisions are required by

changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond the Engineer's control shall be considered additional services and not included herein. Revision of project standards over the duration of the project may constitute additional services, depending on the complexity and magnitude of the revision.

2. Preparing to serve or serving as an Engineer or witness for the County in any litigation, arbitration, or other legal or administrative proceeding.
3. Any other services not specifically stated within this scope of work shall be considered additional services.

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
RM 3237 AT FLITE ACRES ROAD INTERSECTION
&
SHOULDER WIDENING FOR LEFT AND RIGHT TURNS
HAYS COUNTY, TEXAS

SERVICES TO BE PROVIDED TO STRUCTUREPOINT, INC

SERVICES TO BE PROVIDED BY RABA KISTNER CONSULTANTS, INC. (FC 110)

PROJECT DESCRIPTION:

We understand that plans are to add 4 ft wide shoulders and left and right turn lanes on RM 3237 to Flite Acres Road. The limits of the project extend from Station 29+45 to Station 49+40. We understand the current speed limit is 45 mph and the project is within the Edwards Aquifer Contributing Zone in Hays County. Additionally, new utility poles may be required at the intersection of RM 3237 and Flite Acres Road.

PROPOSED SCOPE OF WORK:

RKCI proposes to perform pavement designs for the proposed intersection improvements comprised of left and right lanes and 4 ft widening of the shoulders on RM 3237. Our scope of work includes drilling a total of five (5) borings. All five borings will be drilled through the existing pavements of RM 3237 and will be spaced on about 500 ft spacing. At least one boring will be drilled within the general vicinity of the intersection of RM 3243 and Flite Acres Road to develop utility pole design foundation recommendations. The purpose of drilling through the existing pavement is to document the existing pavement sections, characterize the subsurface conditions, and collect samples for laboratory testing. The borings will be extended to 10 ft or to auger refusal into rock whichever occurs first; however, the boring at the intersection will extend to a maximum depth of 20 ft. RKCI will stake borings in the field utilizing tape and right angle measurements from existing benchmarks (does not include surveying of boring locations and assumes surveyor will stake roadway alignment); perform laboratory testing to characterize soils and provide pavement design recommendations for the proposed intersection improvement and shoulder widening project.

Our scope of services and estimated cost assumes that traffic control will be required, borings can be drilled during the day, right of entry is provided, and that all boring locations will be accessible to a truck mounted drill rig or that the Client will provide necessary equipment to provide access for truck mounted drill rig.

If available, we request that the Client provide RKCI with a recent plat of the project site, a drawing illustrating existing and proposed construction locations, and preliminary site grading plans prior to the start of our field exploration services. Also, it is our understanding that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig. RKCI will take all precautions to prevent damage to property; however, RKCI is not responsible for tire rutting, or damage of landscaping. It is our standard protocol to contact the “ONE CALL” utility location service. As such, RKCI is not responsible for damaging

utility lines that are not located or properly located by this service since there is no way to know where all lines are located. RKCI's scope does not include performing site utility engineering prior to drilling our borings.

TENTATIVE PROJECT SCHEDULE:

Based on our present workload, we anticipate that we could begin the field exploration phase of this study within 2 to 3 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rigs. The field exploration and laboratory testing phase of the study is expected to take approximately 5 to 7 working days to complete. Engineering analyses and preparation of the engineering report is expected to take two to three weeks after completion of our field work. We will be pleased to provide the design team with verbal design information as the data becomes available.

COST ESTIMATE

Our estimated fee to perform these services is offered for a not to exceed cost of **$9,454.77** (Refer to Cost Estimate Sheet).

4 April 2020

Ricardo J. Zamarripa, PE
Vice President
American Structurepoint, Inc.
1717 West Sixth Street, Suite 375
Austin, Texas 78703
(512) 494-6037

Re: Work Authorization #1, Supplemental #2; RM 3237 Texas Commission on Environmental Quality Geologic Assessment and General Karst Constraints Survey, Hays County, Texas

Mr. Zamarripa,

Cambrian Environmental is pleased to provide you with the enclosed supplemental scope for environmental services in support of the RM 3237 safety improvement project located in Hays County, Texas. This supplemental scope pertains to Work Authorization #1 which covers improvements to four intersections including River Mountain Road, St. Stephen's Driveway, Rolling Oaks Drive, and Myers Concrete Driveway. This supplemental would add a fifth intersection for Flite Acres. Our attached scope would increase our budget proportionally. Our proposed scope of work is described in greater detail in the attached scope of services and includes conducting a Texas Commission on Environmental Quality (TCEQ) Geologic Assessment (GA) as required under the TCEQ Edwards Aquifer Protection Program. We are prepared to begin upon receipt of a signed services agreement.

If you have any questions or concerns regarding this proposal, please do not hesitate to contact me at 512-663-0156 or via e-mail at kwhite@cambrianenvironmental.com.

Sincerely,

Kemble White Ph.D., P.G.
Owner, Cambrian Environmental

SCOPE OF SERVICES

Task 1: TCEQ Geologic Assessment and Karst Constraints Survey

Under this task, Cambrian licensed geoscientists will conduct a Texas Commission on Environmental Quality (TCEQ) Geologic Assessment investigation and amend our existing report for inclusion in the project Water Pollution Abatement Plan as required under the Edwards Aquifer Rules (TAC Chapter 213). Cambrian staff will conduct a review of pertinent literature for documented karst features near the project area and will survey the project area to evaluate surface features that may be indicative of avenues for aquifer recharge and of ecological sensitivity for karst species. We understand that the survey area will be limited to the right of way. The field work will conform to the "Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zones" as written by the Texas Commission on Environmental Quality. Data collected during this effort will be used to amend the existing TCEQ Geologic Assessment report which is required for development activities on the recharge zone. It will detail the location and characteristics of known and potential karst features. GIS data incorporated into the report will be provided directly to the client.

Task 1 Supplemental Scope T&M Not-to-Exceed $2,750.00

Total Supplemental Cost: T&M Not-to-Exceed $2,750.00

Cambrian Environmental Service Agreement EIN 46-5009426

14 April 2020

Project Name	FM 3237 Karst Services	**Client Name**	American Structurepoint, Inc.
Project Number	CE 1125	**Point(s) of Contact**	Ricardo J. Zamarripa, PE
Cambrian Project Manager	Kemble White Ph.D., P.G.	**Address**	1717 West Sixth Street, Suite 375 Austin, Texas 78703
		Phone	(512) 494-6037
		E-mail	mailto:RZamarripa@structurepoint.com

Scope of Services: (See Attached)
Terms of Payment:

Fixed Fee: $_____
Time and Materials
Time and Materials Not to Exceed: $ $2,750.00_____

Cambrian Environmental

X _____

Kemble White
Owner, Cambrian Environmental

Client: American Structurepoint, Inc.

X _____

Client (Please print and sign)

Scope of Services. Subject to the terms set forth in this agreement Cambrian Environmental (Cambrian) shall provide those services agreed to in writing. Any additional services provided by Cambrian in connection with this agreement are to be authorized on Cambrian's standard change order form, which shall be incorporated herein, describing changes in the scope of work and any adjustment in pricing and terms.

Payment. In the event of late payment or other breach of this Agreement by Client, Cambrian reserves the right to stop work or to withhold its work product pending payment in full. Unless Client objects in writing to any charges set forth in an invoice within 10 days of receipt of the invoice, such invoice shall be deemed accepted.

Termination. In the event that this Agreement is terminated and the Services are priced on a fixed fee basis Cambrian shall be entitled to prorated payment from Client based on the percentage of work completed as reasonably estimated by Cambrian. In the event that this Agreement is terminated and the Services are priced on a Time and Materials basis, Cambrian shall be entitled to payment based on the number of hours worked at the applicable rate, and in all events Cambrian shall be entitled to reimbursement of costs incurred prior to termination.

Limited Warranty; Disclaimer. Cambrian warrants that services performed will be in conformance with the generally accepted standards of similar professional service organizations operating under similar conditions. In the event of a breach of the foregoing warranty, Cambrian's only obligation shall be to use reasonable efforts to re-perform the services or to refund the fees paid by the client at Cambrian's option. Except for the foregoing warranty, the services and information provided under this agreement are provided "as-is". Client understands that Cambrian may not uncover all relevant information for a variety of reasons and that reports generated by Cambrian may rely on various third-party information and references which Cambrian may assume to be accurate without independent verification. Any maps or similar materials provided by Cambrian are for illustration only and should not be relied on as surveys.

Delays. Cambrian will extend all reasonable efforts to complete the services on or prior to any completion date specified in the scope of services subject to factors beyond Cambrian's reasonable control. Cambrian is not responsible for delays or other circumstances caused by the unavailability of required information from the client, delays in government approvals, or other factors beyond Cambrian's reasonable control.

Limitation of Remedies. Should the client incur any damages in connection with this agreement or the services, Cambrian's liability shall in no event exceed the amount actually paid by Client to Cambrian for the Services. To the maximum extent permitted by law, Cambrian shall have no other liability to client for any damages, whether general, special, incidental or consequential, including any lost profits or lost savings, whether or not foreseeable. Client expressly acknowledges and agrees that Cambrian relies on the disclaimers and limitations set forth herein.

Assignment; Successors; Third-Parties. Client may not assign its rights under this agreement without Cambrian's written consent.

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 granting a variance to Chapter 721.5.07(C) of the Hays County Development Regulations regarding the K-Bar-Mac Subdivision, Lot 2A-1, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SMITH	N/A

SUMMARY

K-Bar-Mac is a recorded subdivision located off of Highway 290 in Precinct 4.

Chapter 721.5.07(C) of the Hays County Development Regulations establishes the criteria for Shared Access Driveways when implemented for a proposed subdivision. Item C states that the Shared Access Driveway shall be no longer than one quarter mile in length. The approximate length of the existing access is 1,985 feet or 0.3759 miles. The applicant is requesting a variance to Chapter 721.5.07(C) to keep the access length as it has existed since 1997. Additional justification for the variance is provided in the backup.

The proposed replat will divide 14.716 acre lot 2A-1 into two equal acreage lots. Water service will be provided by Private Wells. Wastewater treatment will be accomplished by individual On-Site Sewage Facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: May 12th, 2020
Requested By: Colby Machacek, County Planner
Prepared By: Colby Machacek, County Planner
Department Director: Caitlyn Strickland, Development Services Director
Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Discussion and possible action to consider granting a variance to Chapter 721.5.07(C) of the Hays County Development Regulations regarding the Replat of Lot 2A-1, K-Bar-Mac Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

A) K-Bar-Mac is a recorded subdivision located off of Highway 290. The recorded Lot 2A-1 is a 14.716 acre lot that fronts onto Highway 290, a Texas Department of Transportation public roadway in Hays County. The proposed replat will divide the recorded lot 2A-1 into two, 7.358 acre lots, 2-A2 and 2-A3.

   Water service will be accomplished by Private Well and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located outside the City of Dripping Springs extraterritorial jurisdiction and within the Hays County Commissioner Precinct Four boundary.

B) The applicant, Jon Thompson Consulting DS, is requesting a variance from the Hays County Development Regulations, Chapter 721.5.07(C) which pertains to the length of Shared Access Driveways. This section states that the Shared Access Driveway shall be no longer than one quarter mile in length and must have a minimum distance of (a) 120 feet from any other driveway entering onto the Regulated Roadway and (b) 500 feet from any other Shared Access Driveway. The approximate length of the existing access is 1,985 feet or 0.3759 miles. This access has existed since 1997 per a previous replat of the original K-Bar-Mac subdivision creating Lots 2A, 2B, and 2C (Volume: 7, Pages: 327 & 328) and has been maintained by the existing owners, David and Myra Sutherland, as well as the owner of Lot 2CA, Gary Hicks.

C) In addition to the justification provided in item B, the applicant has agreed to supply a revised Shared Access Maintenance Agreement including the proposed new owner of one of the newly created lots. The applicant has also agreed to include a plat note prohibiting further subdivision of the Flag Lot configuration unless improved access is provided, meeting Hays County standards.

STAFF COMMENTS:

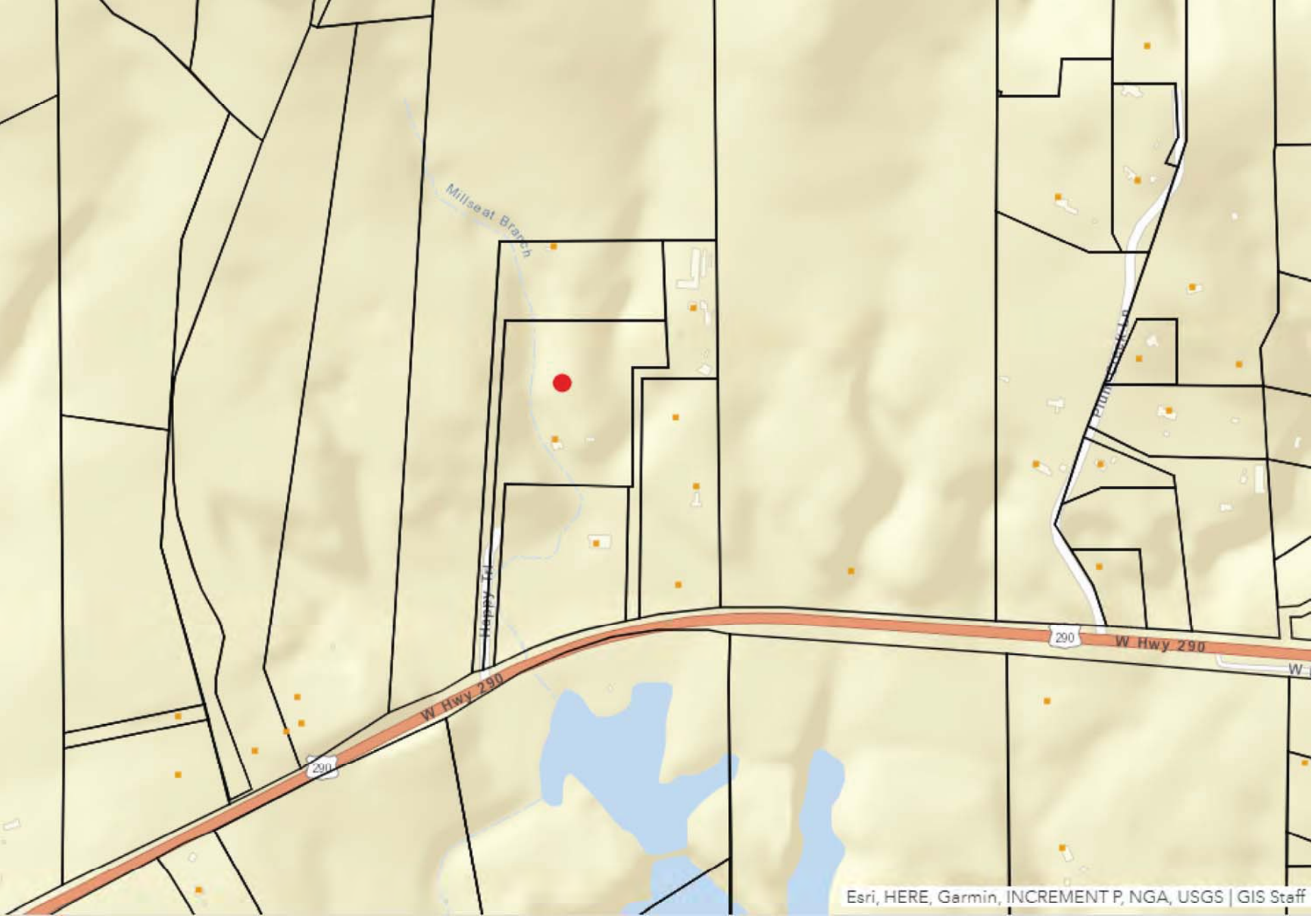
Staff has otherwise administratively approved the replat of Lot 2A-1 for the K-Bar-Mac Subdivision. The granting of this variance is the remaining item in order to file the application and begin Technical review as per the effective House Bill 3167 implemented on September 1st, 2019. Staff does not recommend nor support any variance request as these applications and/or requests have to be permitted or allowed by the Commissioners Court.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Variance Request Application


Millseat Branch
Happy Rd
W Hwy 290
290
W Hwy 290
290
W
Esri, HERE, Garmin, INCREMENT P, NGA, USGS | GIS Staff

#100

REQUEST FOR VARIANCE
APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. COMPLETE THE APPLICATION FOR A VARIANCE: After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. SUBMIT APPLICATION: Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of $100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.

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: David & Myra Sutherland

Property Owner's Mailing Address: PO Box 1250, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 940-7244 e-Mail Address: davidesutherland@gmail.com

IF APPLICABLE: Owner hereby gives Jon Thompson, J Thompson Professional Consulting 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 23rd day of DECEMBER, 2019

(seal)

PAUL MEYERTONS
Notary ID #125938832
My Commission Expires
November 1, 2023

Notary Public
My Commission expires: 11/1/23

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Jon Thompson, J Thompson Professional Consulting

Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 568-2184 e-Mail Address: jthompsonconsultingds@gmail.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): K Bar Mac, Lot 2A1 Replat

911 street address for the Subject Property, if established: 5930 W Hwy 290, Dripping Springs, Texas 78620

Legal description:

Lot 2A1, Block _____, Subdivision K Bar Mac, Lot 2A1 Replat, Sec _____, Phase _____

If not located in a subdivision: Survey _____,

Abstract_____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R113324

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 4

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
- ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
- ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
- ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
- ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☐ Variance from the Regulations as they apply to the subdivision of property in Hays County.

☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 721, 5.07(C)	Length of Shared Access Driveway cannot exceed 1/4 mile (1320 ft.) in length.	The approximate length of the existing access easement is approximately 1985 feet. (0.3759 mile approximately)

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The existing access easement preceded the platting of the K Bar Mac Subdivision and serves the existing two lots owned by the Sutherlands and their neighbor, Gary Hicks. They've been maintaining and sharing the driveway for a number of years. This plat formalizes the Shared Access Driveway and will also formalize the maintenance of the same through an Road Maintenance Agreement.

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:

Due to the existing flag lots created by previous replats, the removal of the ability to keep and maintain the existing access easement as a Shared Access Driveway would create the situation where the Hicks and Sutherlands have to appeal to TXDOT for two residential driveways side by side which would not likely receive approval due to their proximity to one another and failing to meet design criteria. The existing situation is the ideal situation for what has existed for several decades.

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 will not be detrimental to the public health, safety and welfare since the single point of access is the safest access to Hwy 290 as it has been for years. The addition of one single family residential lot through the creation of the additional lot by the Sutherland's won't significantly increase the amount of traffic onto Hwy 290 since the lots will be restricted to one single family home per lot.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:
The existing access easement is not a recent creation by the Sutherland's or the Hicks' meaning it is not self-imposed as it was an allowed method of access at the time of the creation of the access easement and the previously approved plats.

5. Describe how the variance will improve the functionality of the development on the Subject Property:
By keeping the access to Hwy 290 to one point; the functionality will be kept safer by focusing the traffic to pne point of entry and exit.

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:
N/A

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):
The length of the Shared Access Driveway is an existing non-conformance that preceded the adoption of the maximum length in the late 1990's. The proposed variance is only approving the existing access easement which is not being rebuilt and is already this length.

****

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 for Thompson

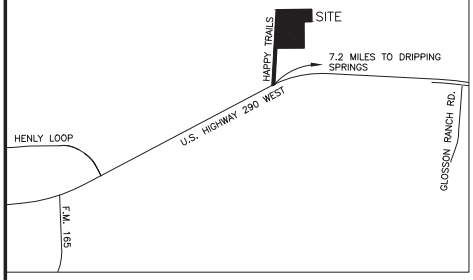
STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 23rd day of DECEMBER, 2019.

(seal)

PAUL MEYERTONS
Notary ID #125938832
My Commission Expires
November 1, 2023

Notary Public, State of Texas
My Commission expires: 11/1/23



VICINITY MAP – 1=2000'

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0100F, DATED 9/5/2005, A PORTION OF THIS TRACT LIES WITHIN ZONE A, (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) AND A PORTION LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE JOHNSON CITY INDEPENDENT SCHOOL DISTRICT.

7. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.

10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

12. LOTS ARE LIMITED TO SINGLE FAMILY RESIDENCES AND TCEQ REGULATED BUSINESSES.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, DAVID E. SUTHERLAND AND MYRA L. SUTHERLAND, OWNERS OF LOT 2A1, K–BAR–MAC, HAYS COUNTY, TEXAS BEING 14.716 ACRES AS CONVEYED TO USE BY DEED RECORDED IN VOLUME 1295, PAGE 643, AND VOLUME 2463, PAGE 183 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS RESUBDIVISION PLAT OF LOT 2A1, K–BAR–MAC, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____ _____
DAVID E. SUTHERLAND, OWNER MYRA L. SUTHERLAND, OWNER
P.O. BOX 1250 P.O. BOX 1250
DRIPPING SPRINGS, TX. 78620 DRIPPING SPRINGS, TX. 78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID E. SUTHERLAND AND MYRA L. SUTHERLAND KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF

_____, A.D., 20____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

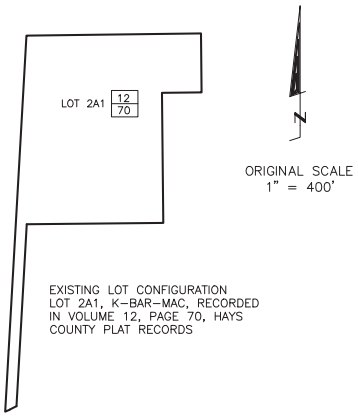
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND 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.

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

_____ _____
CAITLYN STRICKLAND, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES



STATE OF TEXAS *
COUNTY OF HAYS *

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

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

_____ _____
RUBEN BECERRA ELAINE H. CARDENAS
COUNTY JUDGE COUNTY CLERK
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, AT

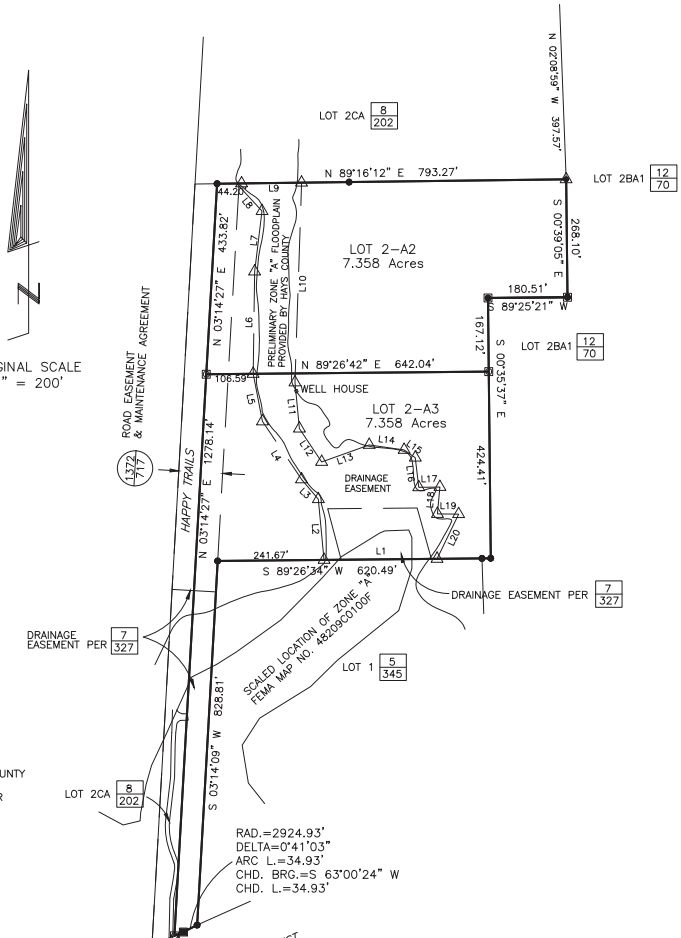
_____ O'CLOCK ____.M., IN THE PLAT RECORDS OF HAYS COUNTY,

TEXAS IN INSTRUMENT NUMBER_____.

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

LEGEND

VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL / PG	HAYS COUNTY PLAT RECORDS
⊠	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
◙	1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "STAUDT"
■	CONCRETE MONUMENT FOUND
ohu ⊕	UTILITY LINE, POLE AND GUY



DRAINAGE EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°26'34" W	256.90'
L2	N 05°21'23" W	138.61'
L3	N 40°16'22" W	58.91'
L4	N 33°57'29" W	159.05'
L5	N 11°04'52" W	110.06'
L6	N 00°48'50" E	232.56'
L7	N 06°56'29" E	138.55'
L8	N 42°46'41" W	85.26'
L9	N 89°16'12" E	147.80'
L10	S 01°53'23" W	454.20'
L11	S 05°33'49" E	105.39'
L12	S 33°33'29" E	91.10'
L13	N 70°20'49" E	114.99'
L14	S 81°55'42" E	79.99'
L15	S 55°09'37" E	30.99'
L16	S 06°38'16" E	67.78'
L17	N 89°16'35" E	48.06'
L18	S 05°16'44" W	61.43'
L19	S 89°31'51" E	48.14'
L20	S 25°42'24" W	112.78'

LOT SIZE CATEGORIES

TOTAL AREA = 14.716 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 7.358 AC.
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

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOP.
WATER–PRIVATE WATER WELLS
SEWER–INDIVIDUAL ON–SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945
FIRM NO. 10070500

CLIENT: SUTHERLAND, DAVID
DATE: 11/5/2019
OFFICE: K. SMITH
CREW: HADEN, PRADO
FB/PG: 767/56
PLAT NO. 27731–19–c

RESUBDIVISION PLAT OF LOT 2A1, K-BAR-MAC, 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

Discussion and possible action to grant a variance to Chapter 715.3.01(C) of the Hays County Development Regulations regarding the Key Ranch at the Polo Club, Lot B-1, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SMITH	N/A

SUMMARY

Key Ranch at the Polo Club is a recorded subdivision located off of Canonade Drive in Precinct 4.

Chapter 715.3.01(C) of the Hays County Development Regulations provides the criteria exempting certain proposed subdivisions from the requirement to conduct a Water Availability Study, subject to the inclusion of a plat note prohibiting further non-exempt subdivision or re-subdivision for a period of five (5) years following the filing of the Final Plat. The previous amending plat of Kay Ranch at the Polo Club of Lots A, B, and C was recorded in August of 2016. The applicant is requesting a variance to this section considering the proposed replat has connected to a public water supply source.

The proposed replat will divide the 11.43 acre lot B-1 into two lots. Water service will be provided by West Travis County PUA. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: May 12th, 2020
Requested By: Colby Machacek, County Planner
Prepared By: Colby Machacek, County Planner
Department Director: Caitlyn Strickland, Development Services Director
Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Discussion and possible action to consider granting a variance to Chapter 715.3.01(C) of the Hays County Development Regulations regarding the Key Ranch at the Polo Club, Lot B-1, Replat

BACKGROUND/SUMMARY OF REQUEST:

A) Key Ranch at the Polo Club is a recorded subdivision located off Highway 290, more specifically, Canonade Drive in Precinct 4. The proposed replat will divide the recorded lot B-1 into two lots.

   Water service will be provided by West Travis County Public Utility Agency and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located within the City of Dripping Springs extraterritorial jurisdiction and the Hays County Precinct 4 boundary. This replat is being review under the existing 1445 Interlocal Cooperation Agreement between Hays County and the City of Dripping Springs, and under House Bill 3167.

B) The applicant, Jon Thompson Consulting DS, is requesting a variance from the Hays County Development Regulations, Chapter 715.3.01(C) which provides the criteria exempting certain proposed subdivisions from the requirement to conduct a Water Availability Study, subject to the inclusion of a plat note prohibiting further non-exempt subdivision or re-subdivision for a period of five (5) years following the filing of the Final Plat. In August of 2016, the Amended Plat of Key Ranch at the Polo Club, Lots A, B, and C was recorded with the above-mentioned plat note. The primary source of water has been updated from Private Well to Public Water Supply which negates the previously recorded plat note. Additionally, the applicant has provided justification for equal measure that lot B-1-B will have limited use for stormwater detention, water quality, horse grazing, and recreational area. Additional justification is provided in the back-up.

STAFF COMMENTS:

Staff has otherwise completed the Administrative Completeness Review for the replat of Lot B-1 for the Key Ranch at the Polo Club subdivision. The granting of this variance is the remaining item in order to file the application and begin Technical Review as per the effective House Bill

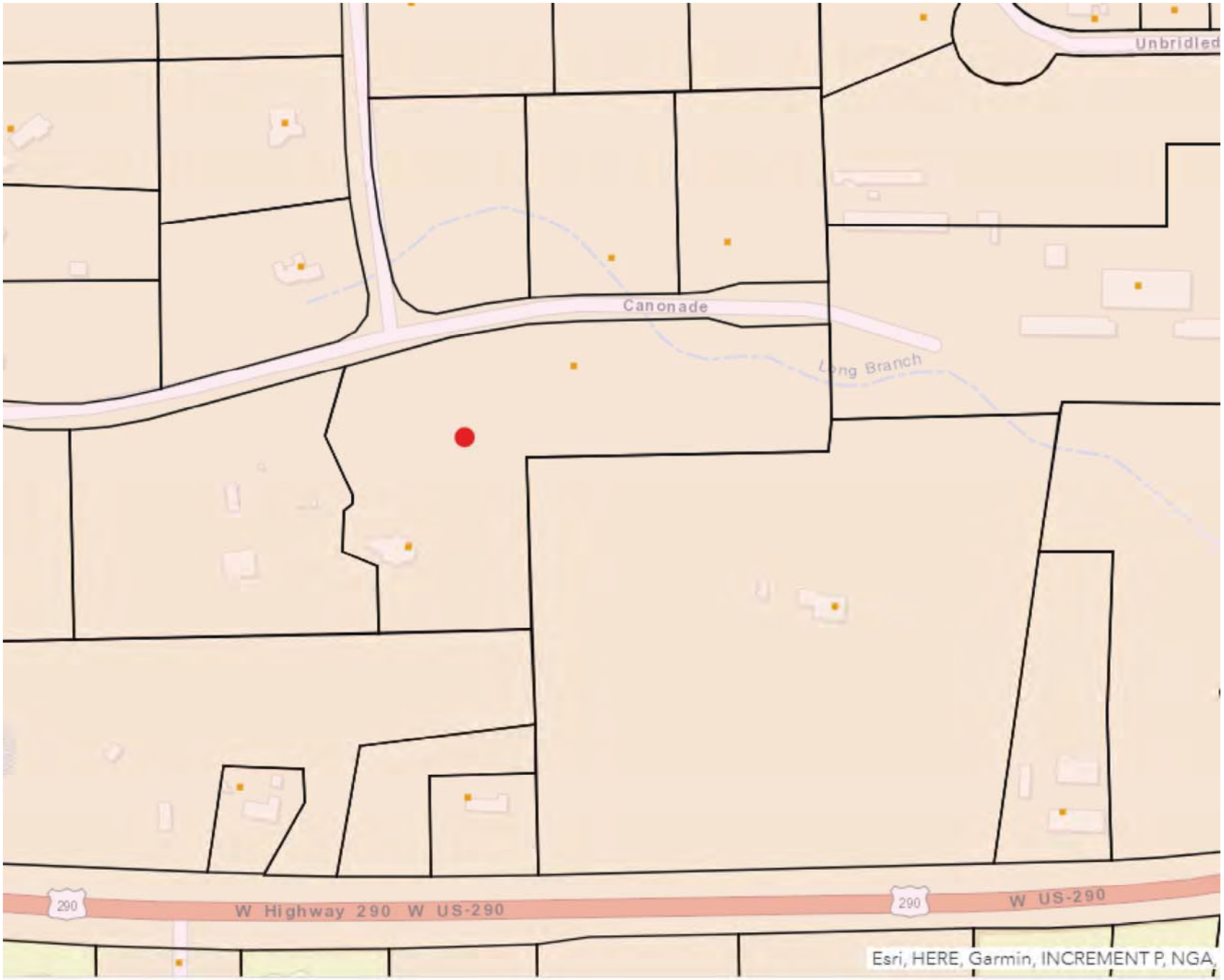
3167, implemented on September 1st, 2019, which may ultimately result in the issuance of a 1445 Approval Letter to the City of Dripping Springs and overall Approval Letter for this subdivision. Staff does not recommend nor support any variance request as these applications and/or requests must be permitted or allowed by the Commissioners Court.

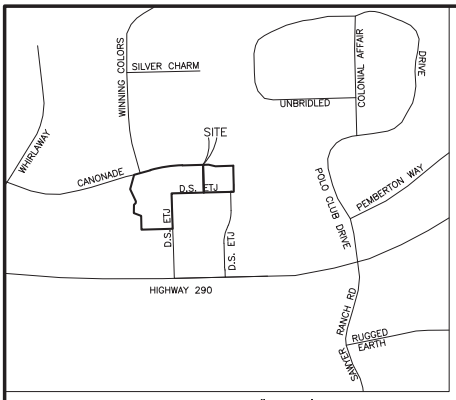
ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Variance Request Application


Unbridled
Canonade
Long Branch
290
W Highway 290 W US-290
290
W US-290
Esri, HERE, Garmin, INCREMENT P, NGA,



VICINITY MAP – 1"=1000'

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209O109F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. ACCORDING TO SCALING FROM MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

7. ORIGINAL SURVEY LINES SHOWN HEREON ARE APPROXIMATE ONLY AND WERE NOT LOCATED ON THE GROUND. THIS SURVEYOR DID NOT DETERMINE THE EXISTENCE OF ANY VACANCY, EXCESS, OR SHORTAGE OF AREA IN ANY OF THE ORIGINAL GRANTS SHOWN HEREON.

8. THIS TRACT LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS EXTRATERRITORIAL JURISDICTION.

9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.

10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

11. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

12. THIS SUBDIVISION IS SUBJECT TO A UTILITY EASEMENT FROM SCHOOL BELL PROPERTIES TO PEDERNALES ELECTRIC COOPERATIVE, INC. DATED 7/23/2018 AND RECORDED AS DOCUMENT NO. 18032811 IN THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.

13. USE OF LOT B–1–B IS RESTRICTED TO THE FOLLOWING USES: (1) THE DETENTION AND/OR RETENTION OF STORMWATER, INCLUDING BUT NOT LIMITED TO A DETENTION POND AND RELATED FACILITIES; (2) EQUESTRIAN PASTURE WITH APPROPRIATE FENCING; AND (3) LANDSCAPING AND MONUMENTATION FOR THE KEY RANCH AT THE POLO CLUB HOMEOWNERS ASSOCIATION, INC. (THE "HOA") WITHIN AN EASEMENT FOR SUCH PURPOSE ON LOT B–1–B GRANTED TO THE HOA PURSUANT TO SEPARATE INSTRUMENT.

14. CANONADE DRIVE IS SUBJECT TO THAT INGRESS/EGRESS EASEMENT RECORDED IN VOLUME 1781, PAGE 183 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.

LOT SIZE CATEGORIES

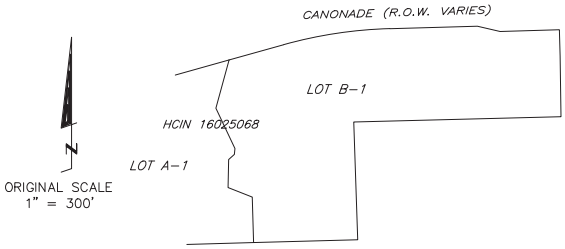
TOTAL AREA = 11.43 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 5.715 ACRES
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 1
NUMBER OF LOTS 2 – 5 ACRES = 1
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–WESTERN TRAVIS COUNTY PUBLIC UTILITY AUTHORITY
SEWER–INDIVIDUAL ON–SITE SEWAGE FACILITIES

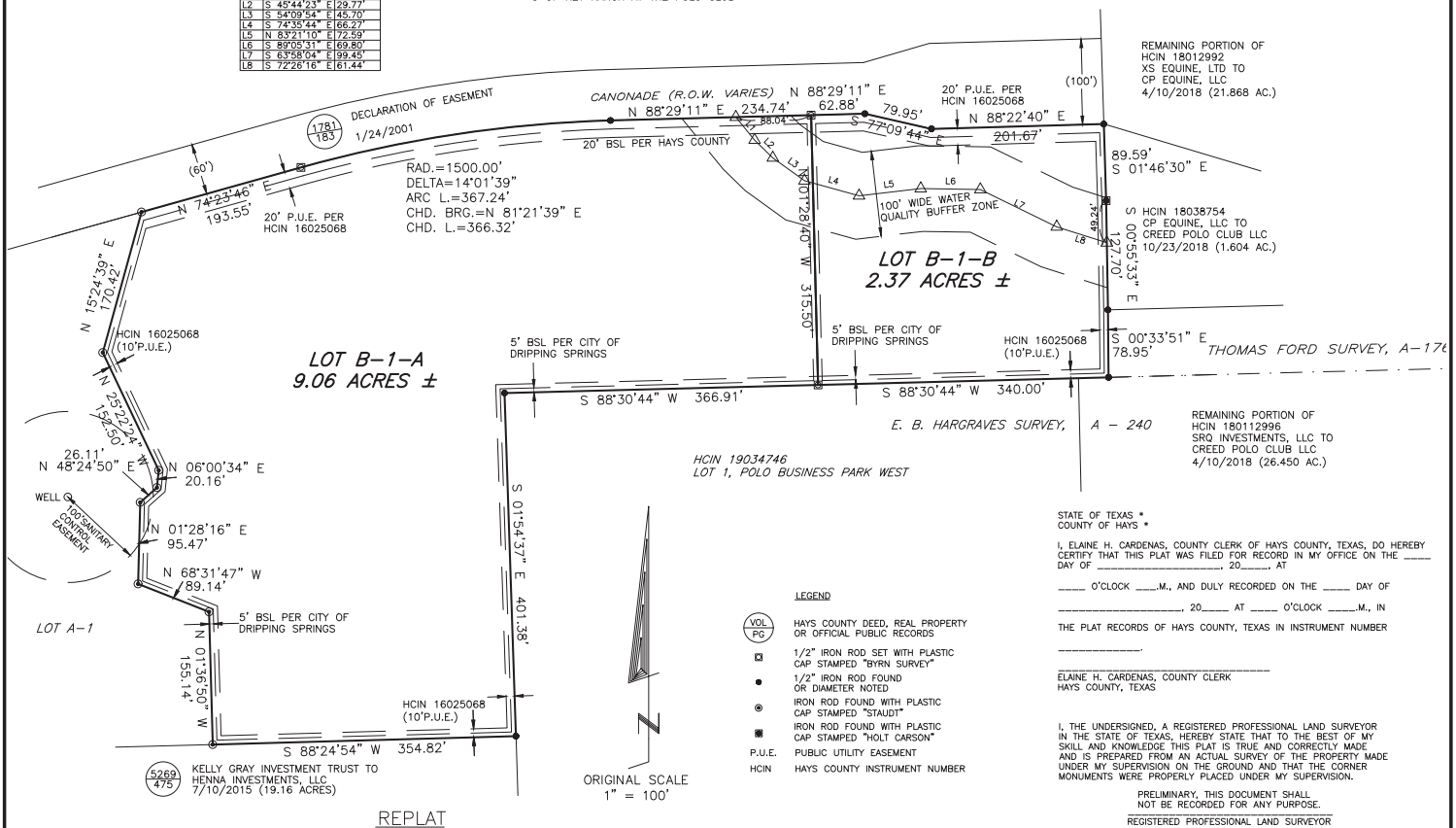


EXISTING LOT CONFIGURATION

LOT B–1, AMENDING PLAT OF TRACT A & B OF AMENDED PLAT OF TRACT A, TRACT B, TRACT C, TRACT D, TRACT G, TRACT I AND TRACT L OF KEY RANCH AT THE POLO CLUB AND AMENDED PLAT OF TRACT E, TRACT F, TRACT H, TRACT J, TRACT K, TRACT M, TRACT N, AND TRACT O OF KEY RANCH AT THE POLO CLUB

WATER QUALITY BUFFER ZONE LINE TABLE

LINE	BEARING	DISTANCE
L1	S 39°12'36" E	34.61'
L2	S 45°44'23" E	29.77'
L3	S 54°09'54" E	45.70'
L4	S 74°35'44" E	66.27'
L5	N 83°21'10" E	72.59'
L6	S 89°05'31" E	69.80'
L7	S 63°58'04" E	99.45'
L8	S 72°26'16" E	61.44'



REPLAT

LEGEND

VOL/PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
⊠	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
◉	IRON ROD FOUND WITH PLASTIC CAP STAMPED "STAUDT"
■	IRON ROD FOUND WITH PLASTIC CAP STAMPED "HOLT CARSON"
P.U.E.	PUBLIC UTILITY EASEMENT
HCIN	HAYS COUNTY INSTRUMENT NUMBER

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, SCHOOL BELL PROPERTIES, LLC, OWNER OF LOT B–1, KEY RANCH AT THE POLO CLUB, AS CONVEYED TO US BY DEED DATED 7/2/2018, AND RECORDED AS HAYS COUNTY DOCUMENT NUMBER 18023411 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT TO BE KNOWN AS LOT B–1–A AND LOT B–1–B, KEY RANCH AT THE POLO CLUB, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
SCHOOL BELL PROPERTIES, LLC, OWNER
RICHARD GARZA, MANAGER

STATE OF TEXAS*
COUNTY OF HAYS*

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

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

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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.

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

_____ _____
CAITLYN STRICKLAND, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK ____.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK _____.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

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

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

STATE OF TEXAS*
COUNTY OF HAYS*
CITY OF DRIPPING SPRINGS*

THIS PLAT OF REPLAT OF LOT B–1, KEY RANCH AT THE POLO CLUB, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED. APPROVED THIS THE _____ DAY OF _____, 20____

BY: _____
PLANNING & ZONING COMMISION CHAIR OR VICE CHAIR

ATTEST:_____
ANDREA CUNNINGHAM, CITY SECRETARY

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

_____ _____
CAITLYN STRICKLAND, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945
FIRM NO. 10070500

CLIENT: CREED POLO CLUB LLC
DATE: 9/12/2019
OFFICE: BRYANT
CREW: K. SMITH, C. SMITH
FB/PG: 763/65
PLAT NO. 27595–18–4–c

PLAT ESTABLISHING
LOTS B-1-A & B-1-B, BEING A REPLAT OF LOT B-1, KEY RANCH AT THE POLO CLUB
HAYS COUNTY, TEXAS

REQUEST FOR VARIANCE
APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. COMPLETE THE APPLICATION FOR A VARIANCE: After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. SUBMIT APPLICATION: Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of $100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.

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: School Bell Properties, LLC

Property Owner's Mailing Address: 14101 Canonade, Austin, Texas 78737

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 560-5584 e-Mail Address: bgarza@aesaprepacademy.com

IF APPLICABLE: Owner hereby gives Jon Thompson, J Thompson Professional Consulting 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.

Richard M. Garza
Owner's Signature

STATE OF TEXAS
COUNTY OF Hays

Subscribed and sworn to before me this 26th day of March, 20 20

(seal)

NOTARY PUBLIC STATE OF TEXAS
GINA KUFROVICH
My Notary ID # 129236432
Expires December 17, 2020

Gina Kufrovich
Notary Public
My Commission expires: _____

APPLICANT INFORMATION (if different from Owner):

Applicant's ~~Full Legal Name~~: J Thompson Professional Consulting

Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 568-2184 e-Mail Address: jthompsonoconsultingds@gmail.com

PROPERTY INFORMATION:

~~Proposed Name of Subdivision (if applicable)~~: Key Ranch @ Polo Club, Lot B1 Replat

911 street address for the Subject Property, if established: 14101 Canonade, Austin, Texas 78737

Legal description:

Lot B1, Block ____, Subdivision Key Ranch @ Polo Club, Sec ____, Phase ____

If not located in a subdivision: Survey _____,

Abstract_____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R151766

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 4

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

☐ Administrative Variance as follows (check all that apply):

- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
- ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
- ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
- ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
- ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☒ Variance from the Regulations as they apply to the subdivision of property in Hays County.

☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 715, Section 3.01(C)	No further resubdivision of lots allowed for five years without providing water availability.	This variance is to allow the replat of Lot B1 into two lots without performing water availability.

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The two lots being created are as follows: the lot with the existing private school is proposing to get connected to the WTCPUA public water, which would preclude the need for a water availability study in normal circumstances; the second lot being created will remain empty and be limited to the following use: stormwater detention and water quality; grazing for horses; sports field/playground.

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:

In this particular case, the failure to allow resubdivision actually will prevent the connection to the public water source as this connection is financed by the sale of the second lot which is to be used for the above stated ~~uses~~.

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:

~~By allowing the resubdivision, the school will not need to drill a well to draw on groundwater resources and~~ benefit from the public water source and minimize potential contamination of water sources by not having a well which has a higher potential contamination than water sources derived from the WTCPUA.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:
This is not being done to avoid doing the water availability since the connection to the public water source for the first lot would meet the standard for water availability and the second lot will not need water since it is restricted to the uses listed above.

5. Describe how the variance will improve the functionality of the development on the Subject Property:
The variance will improve the functionality of the first lot by allowing it to connect to the public water source and allowing the development of the second lot as a detention and water quality pond will help withe flooding downstream and improving water quality in general.

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:
N/A

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):
No conflict identified.

****

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.

Richard M. Garza

Print Name RICHARD M. GARZA

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 26th day of March, 2020.

(seal)

Gina Kufrovich

Notary Public, State of Texas

My Commission expires: _____

GINA KUFROVICH
My Notary ID # 129236432
Expires December 17, 2020

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept the resignation of Bill Goodwin and the appointment of John Creveling to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA").

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

Pursuant to the Bylaws and Participant Agreement between Hays County, City of Bee Cave, and MUD No.5, all parties must confirm the appointments of the fourth and fifth board members.

City of Bee Cave Application for Appointment
West Travis County Public Utility Agency (WTCPUA) Board of Directors

Additional Supplemental Application Form Required

We strongly encourage that a brief resume be submitted along with the application.

Name: John D. Creveling

E-mail: jack.creveling@pccns-inc.com

Address [redacted], Austin, Tx 78703

How Long? 2013

Phone (Home): [redacted]

(Work):

Registered Voter? (Yes) No Certificate Number: _____

Occupation, Experience/Degrees Held?

Why do you want to serve as the City of Bee Cave's appointment to the WTCPUA Board of Directors?

Do you have any financial relationship with the WTCPUA other than being a residential customer?

Do you have any related practical experience that would serve well if appointed as Director to the WTCPUA Board?

What do you have to offer if appointed by the City of Bee Cave to serve as a Director on the WTCPUA Board?

TEXAS OPEN RECORDS ACT

Notice to Applicants: Once submitted, information contained in and included with this application is considered public record and must be released if a request is made. According to Government Code Section 552.024 each employee or official of a governmental body and each former employee and official of a governmental body shall choose whether to allow public access to the information in the custody of the governmental body that relates to the person's home address, home telephone number, and e-mail address. Each employee and official and each former employee and official shall state their choice to the City Secretary's office. Please indicate your decisions.

	ALLOW PUBLIC ACCESS (circle one)	
Home Address	Yes	(No)
Home Phone Number	(Yes)	No
E-mail Address	(Yes)	No

Official Signature John D. Creveling

Official Name (Please Print) John D. Creveling

Date Submitted:

Received by:

City of Bee Cave Application for Appointment
West Travis County Public Utility Agency (WTCPUA) Board of Directors

Supplemental Application

Once submitted, the information contained in this application is considered public record, and must be released to the public if request is made.

Name: John D. Creveling

Please fill out the following supplemental application and return to the City Secretary, along with the Board Application.

In order to understand and contribute to issues faced by the WTCPUA Board, members must have background knowledge of water and wastewater facilities, public utilities and services; and the environment and natural resources. The following questions are designed to help us identify skills that will be of benefit to the Committee. Please note proficiency in all of the areas is not required.

1) Please tell us about any current or previous board, commission or committees that you have served and why.

2) Please tell us about your experience with water and wastewater systems infrastructure and facilities including but not limited to financing, acquisition, construction and/or operation.

3) Please tell us about your knowledge and experience related to financial analysis of special revenue and expense.

4) Please tell us what issues – if any - you believe the WTCPUA faces in their primary objective to deliver reliable and cost-effective water and wastewater services to the Agency's service area.

5) Please tell us what comparable or applicable experience you possess that will be useful in defining objectives, setting policy and providing management oversight.

Once submitted, the information contained in this application is considered public record, and must be released to the public if request is made.

Answers and Responses to:
City of Bee Cave Application for Appointment
West Travis County Public Utility Agency (WTCPUA) Board of Directors

Occupation, Experience/Degrees Held?

Occupation: Real Estate Development, Senior Vice President, CCNG, Inc.

Degrees: 1996 Bachelor of Arts in the Plan II Honors Program at the University of Texas
1999 Masters in Real Estate and Construction Management at the University of Denver

Why do you want to serve as the City of Bee Cave's appointment to the WTCPUA Board of Directors?

To help execute the City's goals and priorities with the WTCPUA and work cooperatively with the other stakeholders to find solutions of mutual benefit.

Do you have any financial relationship with the WTCPUA other than being a residential customer?

None. My employer has an agreement with the WTCPUA, which has a reimbursement component tied to the delivery of water and wastewater improvements.

Do you have any related practical experience that would serve well if appointed as Director to the WTCPUA Board?

Over the last 10-15 years, I have volunteered for every water-related position I could find:

- Served on the LCRA Impact Fee and Rate Advisory Committees, prior to the conveyance of the system to the WTCPUA.
- Served two terms on the LCRA's Regional Council as a representative of Travis County
- Currently serving on the WTCPA's Impact Fee Advisory Committee
- Served as the Developer representative for West Travis County Municipal Utility Districts 6, 7 and 8

I have also served as Construction Manager for many of the WTCPUA's Regional Facilities in Bee Cave (see Supplemental Application).

What do you have to offer if appointed by the City of Bee Cave to serve as the Director on the WTCPUA Board?

I have 20 years of experience working on and within the WTCPUA's system in Bee Cave. I believe I can be an effective Board Member on Day 1.

Supplemental Application

1) **Please tell us about any current or previous board, commission or committees that you have served and why.**

I enjoy volunteering and serving for matters related to Central Texas water resources.

- Served on the LCRA Impact Fee and Rate Advisory Committees, prior to the conveyance of the system to the WTCPUA.
- Served two terms on the LCRA's Regional Council as a representative of Travis County
- Currently serving on the WTCPA's Impact Fee Advisory Committee
- Served as the Developer representative for West Travis County Municipal Utility Districts 6, 7 and 8

2) **Please tell us about your experience with water and wastewater systems infrastructure and facilities including but not limited to financing, acquisition, construction and/or operation.**

My employer became Construction Manager of LCRA's Regional Facilities in 1999. I served in a direct Construction Management role on numerous LCRA projects, which are now WTCPUA assets. These facilities included:

- Treated Water Pipeline Extension
- Treated Water Transmission Line
- Regional Wastewater Treatment Plant
- Regional Wastewater Interceptor
- Regional Effluent Pipeline
- Regional Raw Water Pipeline
- Regional Lift Station(s)
- Effluent Pipeline(s)
- Effluent Pond(s)
- Irrigation Easement; and
- All Internal Facilities to the CCNG Tract (Spanish Oaks)

I have a granular understanding of the PUA's system through my role with Spanish Oaks, but my time on the LCRA Regional Councils (during the drought of record) was invaluable to my understanding of the 'Big Picture' of water in Central Texas.

3) **Please tell us about your knowledge and experience related to financial analysis of special revenue and expense.**

I am a financial analyst with over 20 years of experience in underwriting large, complicated real estate transactions via discounted cash flow analysis. These projects typically have publicly financed components such as MUD's, PIDs, 380 Agreements and TIRZ. In my involvement with West Travis County MUDs 6, 7, and 8, I have directed and supervised eight (8) bond sales totaling over $35.0 million.

4) **Please tell us what issues – if any – you believe the WTCPUA faces in their primary objective to deliver reliable and cost-effective water and wastewater services to the Agency's service area.**

I have attended numerous WTCPUA meetings, since the agency's formation in 2012. The most consistent, reoccurring comment and complaint at these meetings is the cost of service from the retail customers. Provided it is consistent with the City's goals and priorities, my main concern will always be the ratepayers – providing the most cost effective service possible.

5) **Please tell us what comparable or applicable experience you possess that will be useful in defining objectives, setting policy and providing management oversight.**

Other than the aforementioned Construction Management and underwriting experience, I have long-standing, constructive dealings with the WTCPUA Staff and two of the agency's key consultants, Murfee Engineering and Specialized Public Finance.

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 execute a contract for film production related to Census Outreach. Census Complete Count Committee approved the use of up to $4,000 of Contract Services provided by the United Way for Greater Austin grant to film a "Count Me Now" PSA to be distributed on Social Media, streaming channels and other venues as they are secured.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 12, 2020	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
COLLINS	BECERRA	INGALSBE

SUMMARY

See backup for proposals and bios from (1) Big Day Pictures, (2) BCS Films (3) Captiva Entertainment and (4) Shane Ramirez

$550 for Talent $50-$100/person will be added to production costs to pay actors

Production to begin NLT than June 9, 2020

Big Day Pictures (Production) will create four (4) Census 2020 PSAs for Hays County. Each PSA will have a running time of 30 seconds - 1 minute. PSA 1 and PSA 2 will each have English and Spanish versions. These PSAs will support Hays County Complete Count Committee's (County) objective to reach and educate the county's residents on the importance of completing the Census.

1st PSA – "Count Me Now" A call to action highlighting the importance of completing the Census form now for benefits in the 10 years. Suggested scenes taking into consideration social distancing:

- (INT. Courthouse) Judge Becerra and Jessica Mejia- shoot & speak - 2-3 lines
- (EXT. Elementary School) African American Child speaks directly into camera – 1 line
- (EXT. TXST) African American Teen (10 years later) – shoot & speak – 1 line
- (EXT. Dirt Road) Caucasian or Hispanic Teen in car- 1 line
- (EXT. Paved Road) Caucasian or Hispanic adult (10 years later w/children) in car – 1 line
- (EXT. Jacobs Well) Caucasian or Hispanic middle-aged couple – 1 line
- (EXT. Jacobs Well) Caucasian or Hispanic elderly couple (10 years later) – 1 line
- Graphics with steps to complete Census and contact information for anyone requiring assistance.
- Logos and Credits

There will be both a Spanish and English version of the PSA. Judge and Jessica will say the same 2-3 lines in English and Spanish. All other scenes will be in English and subtitled for the Spanish version.

2nd PSA – Follow up/reminder of the Census August deadline aiming to create a sense of urgency. Details TBD but will feature Alex Villalobos and Jessica Mejia. This one will be in English only, but the Spanish Version will be subtitled. It will include graphics with steps to complete the Census and information for anyone requiring assistance.

County representative will create the script outline and work with the Production team throughout two writing sessions of 1 hour each to lock final scripts.

County representative will also deliver high resolution files of any digital assets that contain mandatory logos, imaging and copy. **County representative will provide all translation and final subtitles to Production.**

County representative will work with Production to schedule time to shoot the PSAs**. County representative will work with Production on locations within Hays County, subjects (characters), vehicles for the subject and wardrobe, but County representative is ultimately responsible for securing these items, including any necessary shooting permissions**.

PSA's will contain a mixture of motion graphics **(logos)** and live action to achieve a dynamic and polished result that engages the viewer.

Production will deliver the first PSA within 15 days of shooting. Second PSA will be delivered within 30 days of shooting. Four PSA videos **(mp4 and/or pro res files)** will be delivered digitally through a secure download link.

Production will relinquish all copyrights of the finished pieces to County in perpetuity.

Budget for PSA 1: See Excel Sheet Attached.

Total PSA 1: $3,000.00, payable upon delivery of finished product

Budget for PSA 2: To Be Discussed – additional info needed

Total PSA 2: $_____, payable upon delivery of finished product

Total $_____ for both PSAs In Kind Contribution: $_____.

_____May 4, 2020_____
by: Jeffrey Brown
Representing: (Production)
Position: Producer / Director

_____
by:
Representing: Hays County Complete Count Committee
Position:

BIOS:

Jeffrey Brown (producer/director) has directed and produced award-winning narrative features and feature documentaries in Europe, Africa, Asia and North America, playing festivals (Sundance, IDFA, SXSW, Rotterdam, Tribeca, Cannes) and released internationally (Netflix, HBO, Showtime, PBS, ESPN, AMC, Sundace Global, Starz, etc.). Most recently, Nothing Stays The Same: The Story of the Saxon Pub (www.saxonfilm.com) won the Music Doc Prize at 2019 SXSW and the feature doc Cowboys (www.thecowboymovie.com) won the Audience Award at 2019 Austin Film Festival. He lives in Wimberley and offices in San Marcos.

Jeff Sandmann (camera) has produced, shot and directed video for over 25 years, creating corporate videos and hundreds of commercials, earning 3 Telly Awards in the process. He's worked on TV shows such as the docuseries *Friday Night Tykes*, Netflix's *Dave Chappelle Deep in the Heart of Texas* and Ireland's live music show *Other Voices*. His work over the past 10 years producing tribute videos for the Texas Heritage Songwriters Hall of Fame led to his debut feature-length documentary Nothing Stays The Same. Jeff earned a graduated from Texas State University, and spent 21 years working a Senior Producer for Time Warner Cable. He lives in Buda, Texas.

BCSFILM

301 second st San Marcos Tx, 78666 512-619-3911 2

Shane Scott

_____ (BCSFILM) will create two 30 sec Census 2020 PSAs (one in English and Spanish versions) supporting Hays County Complete Count Committee's (County) objective to reach and educate the county's residents on the importance of completing the Census.

PSA titled "Count Me Now" A call to action highlighting the importance of completing the Census form now for benefits in the 10 years. Suggested scenes taking into consideration social distancing:

- (INT. Courthouse) Judge Becerra and Jessica Mejia- shoot & speak - 2-3 lines
- (EXT. Elementary School) African American Child speaks directly into camera – 1 line
- (EXT. TXST) African American Teen (10 years later) – shoot & speak – 1 line
- (EXT. Dirt Road) Caucasian or Hispanic Teen in car- 1 line
- (EXT. Paved Road) Caucasian or Hispanic adult (10 years later w/children) in car – 1 line
- (EXT. Jacobs Well) Caucasian or Hispanic middle-aged couple – 1 line
- (EXT. Jacobs Well) Caucasian or Hispanic elderly couple (10 years later) – 1 line
- Graphics with steps to complete Census and contact information for anyone requiring assistance.
- Logos and Credits

There will be both a Spanish and English version of the PSA. Judge Becerra and Jessica will say the same 2-3 lines in English and Spanish. All other scenes will be in English and subtitled for the Spanish version.

County representative will create the script outline and work with the Production team throughout one writing sessions of 1 hour to lock final scripts.

County representative will also deliver high resolution files of any digital assets that contain mandatory logos, imaging and copy.

County representative will work with Production to schedule time to shoot the PSA.

PSA's will contain a mixture of motion graphics and live action to achieve a dynamic and polished result that engages the viewer.

Production will deliver the PSA within 15 days of shooting. Two PSA videos (Type of HR file) will be delivered digitally through a secure download link.

Production will relinquish all copyrights of the finished pieces to County in perpetuity.

County will provide all catering for all production and planning.

Budget:

Ideation meetings with Creative Director - $_____0_____

__3_ full production day(s) with _4__ people crew & professional equipment - $__0____

__5_days of editing with __1_ professional edit bay and _0__ editor - $___0____

__2_ days of motion graphics with master animator - $____0___

Original music track with full copyright release - $___0____

Director & Producer fees during PostProduction - $____0__

__yes__ edit is included per video / ___ extra pick up day may be needed for completion.

Total PSA 1: $_____0____, payable upon delivery of finished product

In Kind Contribution: $____5,000.00_____.

Shane Scott

____05 May 2020_____
by:
Representing: (Production)
Position:

_____
by:
Representing: Hays County Complete Count Committee
Position:

As a former City Council member I truly understand how important the Census is for our growing county which I have lived and raised my family for over 30years. When I heard about the PSA I wanted to be involved and truly produce something that will reach out and hit home with our community. I have been a film maker for over 20 years and have worked on films from Spy Kids to a new series on Amazon Prime called Father Militant. A list of all work can be found on IMDB.com. I'm willing to do the Job for free. If the finding has to be used then I will hire others with it that want to help our community and donate the rest to community services. Thank You for your consideration. – Shane Scott

Client: Hays County Complete Count Committee
111 E San Antonio St.
San Marcos, TX 78666

May 7, 2010

Captiva Entertainment Group, a media and entertainment company, will create two 30 sec Census 2020 PSAs (both in English and Spanish) supporting Hays County Complete Count Committee's objective to reach and educate the county's residents on the importance of completing the Census.

"Count Me Now" PSA - A call to action highlighting the importance of completing the Census form; steps to complete it and contact information for anyone requiring assistance. There will be both an English and Spanish version of the PSA. A $1,000.00 deposit will be due upon the completion of the first benchmark which is identified as drafting the script via a meeting of HCCC & Captiva Representatives. Completion will be within 15 days from the shoot date. Upon completion & delivery the balance due will be $1,500.00. **Total cost of PSA = $2,500.00.**

Client will create the script outlines and work with the Captiva Team for two sessions of up to 2 hours per session to lock scripts. Client will reserve the right to make any changes in messaging of either script up to 48 hours prior to the scheduled shoot dates (TBD). Client will deliver high resolution files of any digital assets that contain mandatory logos, imaging and copy. Committee representative(s) will work with Captiva to schedule the shooting schedules for each of the PSAs. Captiva will clear and obtain any music licenses and clearances as needed.

Yield will be 2 PSAs (1 ea. In English and Spanish) and be delivered digitally as mp4 files (H264 codec) that meet TV and streaming requirements. Upon payment for completion Captiva will relinquish all copyrights of the finished pieces to the Client in perpetuity.

Captiva will then utilize its contacts within the traditional TV broadcast and streaming channels to place the PSAs into programming schedules for wide distribution covering Hays County.

By: Chris Perez, Owner/Manager
Representing: Captiva Entertainment Group LLC

Date

By:

Date

Representing: Hays County Complete Count Committee
Title:

** Please note check pickup or electronic transfer preferred**

Captiva Entertainment Group is a full service entertainment and media company headquartered in San Marcos, TX. Captiva, under the direction of Chris Perez, has been producing content since 2007. Clients have included St. Jude Medical (now Abbott Labs), Canon Radiology, Komen Race for the Cure, TX State and a host of small businesses and organizations. Captiva produces marketing, promotion and education content as well as film and TV projects.

CLIENT	Hays County	WWW. SHANE-RAMIREZ.COM
JOB	Video Production	
TYPE	Census Videos x 2	
DEL. LENGTH	2 x :30 sec	
REVISIONS	x2	

ITEM	**ESTIMATED TIME**	**NOTES**	**RATE**	**COST**
Pre Production				
Ideation Meetings	1 hour	Script and shooting run through	Flat	$50
Production*		*Production setups may be split up		
Day 1 Production	8 hours	3 Setups- SM courthous, School + TX Uni	$100	$800
Day 2 Production	8 hours	4 Setups- Wimb well x 2, dirt + paved rd	$100	$800
Production PA	2 days	2nd crew member to help w/ producition	Flat	$400
Post Production*		*Hours may vary due to post workflow		
PSA 1 Editing	2 days (16 hours)	8 hours x each video	$50	$800
PSA 1 Graphics	1 day	*farmed out to graphic/animation artist	Flat	$300

ESTIMATED HOURS (Pre Revs)	**33 minimum**
ESTIMATED COST (Pre Revs+Extras)	**$3,150.00**

Shane Ramirez: Bio

Shane Ramirez has been producing videos for over ten years. He graduated from Texas State University with a degree in English and a minor in Media Studies. His professional career began at Media Design, a small video editing shop located in the heart of downtown San Marcos. Since 2012, he has been actively involved in the San Marcos community, first with the local Boys & Girls Club then with community stalwart Diana Baker on projects for the Historic Commission, Mardi Gras, and Leadership San Marcos, in addition to small documentaries around town. In 2018, his 1 minute short film highlighting the First Baptist Church in San Marcos won top prize at the "25 Miles Dam!" film contest, which helped contribute to the church's historic site designation. Shane is also a filmmaker, whose work has been in the Lost River Film Fest, 72 Hour Film Fest, and most recently, the Austin Arthouse 48 Hour Film Fest.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider a countywide solution for the public to enter county facilities using a technology based system.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 6, 2020	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Discussion and possible action to upgrade our current NEMO-Q system to allow for county departments to facilitate a technology-based system to enter county buildings. NEMO-Q can work with county IT to implement online appointments for the public as well as entry kiosks and texting abilities to allow the public to enter the buildings when called. This is to limit the number of people in a lobby and avoid lines whenever possible. A virtual discussion from NEMO-Q will be available to present solutions and answer questions the court may have. The quote of $57,600.00 is for a countywide system upgrade including 3 kiosks. Attached is also an annual maintenance cost for using the text messaging service which is based on the amount of usage.

NQ SMS Packages and Information

Package Options

(All packages billed annually)

All SMS features require a one-time setup fee of $750. This covers SMS account creation and a custom touchscreen for mobile number entry.

1,000 SMS per Month……..$30 Monthly / $360 Annually

3,000 SMS per Month……..$75 Monthly / $900 Annually

5,000 SMS per Month……..$125 Monthly / $1,500 Annually

10,000 SMS per Month……$200 Monthly / $2,400 Annually

20,000 SMS per Month……$300 Monthly / $3,600 Annually

30,000 SMS per Month……$450 Monthly / $5,400 Annually

50,000 SMS per Month……$650 Monthly / $7,800 Annually

100,000 SMS per Month……$1,100 Monthly / $13,200 Annually

200,000 SMS per Month……$2,200 Monthly / $26,400 Annually

300,000 SMS per Month……$3,300 Monthly / $39,600 Annually

If the number of SMS sent exceeds the monthly limit, an overage of $.03 per SMS will be charged. Alternatively, you may upgrade your plan to the next tier.

QUOTATION FROM NEMO-Q **5/8/20** **Quote #: IN-yymmddxxxx**

By: Erik Berg Phone: 972-347-1766

Customer: Hays County Govt Center
Gala with SMS

QTY.	PART NO	DESCRIPTION	UNIT PRICE	PRICE
		HARDWARE		
3	11041-NP	Black Touchscreen Kiosk w/ NP Printer	$5,200	$15,600
16	13948	GALA Media PC	$500	$8,000
		DISPLAYS		
		SOFTWARE		
1	15603	SMS Branch License		$0
1	15201	GALA C Centralized Server Software	$3,000	$3,000
16	15203	GALA C Branch Software	$1,500	$24,000
1	15504	GALA Touchscreen License custom sharable screen	$2,000	$2,000
		EQUIPMENT TOTAL:		**$52,600**
		SERVICES		
1	99000	Installation	$5,000	$5,000
		GRAND TOTAL		**$57,600**

ANNUAL COSTS

SMS Annual
NQ Touch Screen Software limited to 30 screens
Additional fees apply if permits or third party labor is mandated
Customer is responsible for any taxes or local user fees
Quote is valid for 90 days

NEMO-Q, L.P.
4023 W. Universtiy Dr, Bldg **B**
McKinney, TX 75071
Phone: 972-347-1766

Fed ID: 14-1906060
DUNS: 19-274-2901

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 execute a $1,844 Maintenance Agreement with NEMO-Q, Inc. for the County Clerk's Office related to the virtual customer queuing system as budgeted in the Records Management Fund.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 12, 2020	$1,844

LINE ITEM NUMBER

101-617-10.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

The County Clerk's Office would like to establish a contract with NEMO-Q to continue to allow payment for annual service fees. Funds are budgeted in the Records Management Fund for this service.

Attachment: NEMO-Q, Inc. Maintenance Agreement

SYSTEM PARTS AND REMEDIAL MAINTENANCE AGREEMENT

HAYS COUNTY CLERK

4023 West University Blvd. Building B
McKinney, TX 75071
Technical Support: 866-725-3277
Main Office: 972-347-1766

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AGREEMENT OVERVIEW

<u>This Agreement represents a System Parts and Remedial Maintenance Agreement ("Agreement")</u> between NEMO-Q Inc. (The Company), Federal ID 14-1906060 DUNS 19-274-2901 and (the Customer) Hays County Clerk, located at 712 S. Stagecoach Trail, Ste 2008 San Marcos, TX 78666, with an Effective Date of May 12, 2020 for the NEMO-Q SYSTEMS; Nemo-Q software, ticket printers, displays, interfaces and other hardware, hereafter called the "equipment", that were purchased from NEMO-Q. The SYSTEM(S) covered by this agreement are listed in final quotation or purchase order, attached as Exhibit A and incorporated herein for all purposes.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the Company and Customer.

This Agreement outlines the parameters of all services covered as they are mutually understood by the Company and the Customer.

Goals and Objectives

The goal of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent product service and support to the Customer by the Company.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Define the hardware coverage (warranty or extended warranty) covered by this agreement.

Effective Date

This Agreement is valid from the Effective Date outlined above and continues until September 30, 2020. The Agreement shall then automatically renew on an annual basis unless written notification of termination is provided at least thirty (30) days prior to the end of an annual term. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect unless a defined written notice is provided.

Service Agreement

The following detailed service parameters are the responsibility of the Service Provider, Company, in the ongoing support of this Agreement.

Service and Parts Warranty Scope

The following Parts Warranty and Remedial Maintenance Services are covered by this Agreement;

- Hardware parts replacement when defined as "covered",
- Manned telephone support as defined by the selected level of Service,
- Monitored email support as defined by the selected level of Service,
- Remote assistance using *TeamViewer* where available and when authorized by Customer. *Should TeamViewer or other customer approved remote access not be allowed, additional service fees may apply.*
- Planned or Emergency Onsite assistance (extra costs may apply)

Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Software upgrades of Windows operating system software. If NEMO-Q assistance is required as a result of such an upgrade, additional cost may apply.

Company Requirements

Company responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- The agreement provides for replacement of any inoperable covered equipment, devices, or components with new or certified refurbished equipment.

Service Management

Effective support of services is a result of maintaining consistent service levels. The included pricing is contingent upon Company's ability to remotely access and service the system(s) using *TeamViewer* or other agreed upon and approved access methods. The following sections provide relevant details on service availability, monitoring of services and related components.

Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

NEMO-Q BLUE:

Parts Shipped[1]: 2 Business Days for High Impact, Otherwise; Ground

Incident Severity	Response Time	On Site Support
High Impact - system unusable	Business Day: Live or return call within 30 minutes,	Within 4 business days once determined on site required
Medium Impact - system useable with severely restricted functionality or performance	Business Day: Live or return call within 1 Business Hour	Within 10 business days once determined on site required
Low Impact - system useable with minor impact on functionality or performance	Business Day: Live or return call within 1 Business Hour	Within 15 business days once determined on site required
		Delays due to airlines or weather are exclusive.

- Business Day support to Customer Service # 469-712-6400 or support@nemo-q.com : 8:00 A.M. to 5:00 P.M. Monday – Friday Central Time Zone, USA.
- Emails will be handled with the same response times as telephone calls to Customer Service. After Business Hours is exclusive of 10 PM to 8 AM CST business days, Saturdays, Sundays and Nemo-Q Holidays.
- [1] For shipping outside of the USA additional shipping charges will apply. These charges will vary by the size and weight of the shipment and will be billed additional to the agreement amount. Also, additional business days may be required for shipments outside of the USA.

Problem Resolution Process

We have several steps that may need to be taken prior to issue resolution. Some of the steps will require assistance on the Customer's part.

1. Initial efforts between Company and Customer are to define the issue. This will involve conversations over the phone or via an email exchange between Company technician(s) and authorized Customer contact. A service ticket will be assigned for all issues.
2. If the issue cannot be resolved in step 1, then Company can remote into Customer system, if authorized, using *TeamViewer* or other approved access methods.
3. If it has been determined that a minor part replacement will resolve the issue, then a part will be sent by Company and Customer assistance will be required to replace the part with the support of a Company technician over the phone.
4. For the purpose of this agreement, minor part replacement for parts previously purchased from Company, may include, but is not limited to:
    a. Replacing a printer or printer part,
    b. Replacing a hardware control module,
    c. Replacing a control pad.
    d. Replacing an amplifier,
    e. Replacing a customer feedback panel,
    f. Replacing a kiosk computer,
    g. Replacing a engine computer,
    h. Replacing a media computer,
    i. Replacing a part that requires unplugging cables of old and plugging in cables of new.
5. If it has been determined that a minor repair will resolve the issue, for example clearing a paper jam, then a Company technician will walk a Customer representative through the process over the phone.
6. If an issue **cannot be resolved** over the phone, through remote access, with a minor part replacement or with a minor repair, then an authorized Company technician will be sent to the location at the next available opportunity and in accordance with onsite assistance response times of the defined Company plan (NEMO-Q Gold or NEMO-Q Blue).

Remedial Action on Defective Parts

During the above Warranty Period, Company will repair, adjust and / or replace the equipment or its defective parts with a new or reconditioned model of equivalent quality, at Company's discretion and in accordance with the defined service plan, without charge to Customer. If any equipment is replaced, it will continue with the warranty or service agreement coverage of the original equipment.

Not Covered by Warranty or Service Agreement

The warranty and service agreement do not cover equipment that has been damaged by one or more of the following, but not limited to:

- Unauthorized moves of the equipment
- Accident or vandalism
- Unreasonable use
- Neglect
- Improper service through an agent other than NEMO-Q Authorized Technician
- Acts of God
- Power outages
- Power surges
- Network spikes
- Network reconfiguration impacting the system, without prior notification and approval of NEMO-Q.
- Performing service, remedial maintenance or part replacement activity on a system without first contacting NEMO-Q.
- Using unauthorized "paper" tickets in NEMO-Q provided printers
- Shipping delays that may occur that are outside of the defined days in this agreement.

Fees

Customer shall pay annual fee on or before the Effective Date each year. Company reserves the right to adjust fees annually, not to exceed a three percent (3%) increase, with thirty (30) days advance written notice prior to the end of the annual term. Fees are identified with the various service levels as follows:

NEMO-Q BLUE: $ 1,844 Annually

Expenses

If travel is required to a Customer site to repair/replace covered parts, then Company will pay for all associated travel costs under NEMO-Q GOLD AND NEMO-Q BLUE if travel occurs in the timeframes defined herein. Should the Customer request the travel occur sooner than the defined timeframes, the additional expenses (typically additional airfare) shall be billable. If several issues are resolved during the visit and all issues are not covered under warranty or the Service Agreement, then partial payment may be divided accordingly between both parties.

Authorized Technical Assistance

Company reserves the right to appoint any third-party company for the purpose of warranty and service agreement preventive or remedial work. This assignment will not affect any aspect of the warranty or Service Agreement.

Miscellaneous Provisions

Assignment: This Agreement is non-assignable by Customer without prior written agreement of the Company.

Governing Law and Venue: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, USA. Venue for any claim or dispute shall lie in Hays County, Texas.

Binding Upon Successors: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Entire Agreement: This Agreement constitutes the entire agreement between the Company and the Customer with respect to the terms of the service of the System(s) by the Company and supersedes all prior agreements and understandings, whether written or oral, between them concerning such terms of employment.

Waiver and Amendments, Cumulative Rights and Remedies.

This Agreement may be amended, modified or supplemented, and any obligation hereunder may be waived, only by a written instrument executed by the parties hereto. The waiver by either party of a breach of any provision of the Agreement shall not operate as a waiver of any subsequent breach.

No failure on the part of any party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, no shall any single or partial exercise of any such right or remedy by such party preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies hereunder are cumulative and are in addition to all other rights and remedies provided by law, agreement or otherwise.

The Company's obligations to the Customer and the Customer's rights and remedies hereunder are in addition to all other obligations of the Company and rights and remedies of the Consultant created pursuant to any other agreement.

Construction: Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. This Agreement shall not be construed or interpreted against any party on the basis that such party drafted or authored a particular provision, parts of or the entirety of this Agreement.

Severability: In the event that any provision or provisions of this Agreement is held to be invalid, illegal or unenforceable by any court of law or otherwise, the remaining provisions of this Agreement shall nevertheless continue to be valid, legal and enforceable as though the invalid or unenforceable parts had not been included therein. In addition, in such event the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible with respect to those provisions which were held to be invalid, illegal or unenforceable.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same instrument.

Signatures

IN WITNESS WHEREOF, the Company and the Customer have executed this Agreement under to be effective as of the date first above written.

COMPANY: NEMO-Q, INC.

By: (Signature) _____

Print name: _____

Title: _____

Date: _____

Address: _____

_____

CUSTOMER:

By: (Signature) _____

Print name: _____

Title: _____

Date: _____

Address: _____

_____

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 authorizing the County Judge to execute an Interlocal Cooperative Agreement for Law Enforcement Services between Hays County, Hays County Constable for Precinct #4, the Hays County Water Control and Improvement District No. 1, and the Hays County Water Control and Improvement District No. 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 12, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
HOOD	SMITH	N/A

SUMMARY

The County currently has an Interlocal Cooperative Agreement for Law Enforcement Services with the Hays County Water Control and Improvement District No. 1. This Agreement adds District No. 2 as a party.

INTERLOCAL COOPERATIVE AGREEMENT
FOR LAW ENFORCEMENT SERVICES

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, and pursuant to Sections 49.216 and 51.241 of the Texas Water Code, by and between Hays County, a political subdivision of the State of Texas (the "County"), the Hays County Constable for Precinct #4 (the "Constable"), the Hays County Water Control and Improvement District No. 1, a political subdivision of the State of Texas ("District 1") and Hays County Water Control and Improvement District No. 2 ("District 2") (District 1 and District 2 are referred to herein from time to time as a "District" and collectively as the "Districts"). The County and the Districts are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the County and the Districts are political subdivisions within the meaning of the Interlocal Cooperation Act (the "Act");

WHEREAS, all of the land within the Districts is located within the County;

WHEREAS, pursuant to Section 49.216 of the Texas Water Code, the Districts are authorized to contract for peace officers to provide patrol and other law enforcement services;

WHEREAS, the Districts are seeking to secure traffic regulation and general law enforcement services from the County to enhance public safety within the Districts;

WHEREAS, the Districts currently do not have the resources to employ public safety officers; and

WHEREAS, by way of this Agreement and the Act, the Hays County Constable for Precinct 4 (the "Constable") shall have the legal authority to enforce traffic regulations and other laws of the State of Texas within the established boundaries of the Districts; and

WHEREAS, the County and the Districts desire to enter into this Agreement authorizing the Constable to provide the enforcement of traffic regulations and other laws of the State of Texas within the Districts;

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.

Pursuant to this Agreement, the Constable shall provide a peace officer licensed by the State of Texas to patrol the Districts for twenty-nine (29) hours per week and to provide traffic-related law-enforcement services and law enforcement of other violations of law observed within the Districts' boundaries, without regard to race, religion, color, age, or national origin (the "Services"). The Parties hereby acknowledge that the Constable has limited resources and equipment with which to provide the Services in the Districts. The Constable agrees to patrol, investigate, file complaints, maintain audio and video recordings of traffic stops in accordance with the Constable's standard procedures, assist in prosecution, and do all things normally and customarily done in the normal traffic regulation and law enforcement work performed by the Constable, in performance of the Services. The Parties agree that the Constable and his agents shall not be responsible for enforcing the Covenants, Conditions, and Restrictions (CC&R's) of the Belterra Subdivision or any other similar neighborhood regulations. Rather, the Constable and his agents shall be responsible for enforcing the Texas Traffic Code, the Texas Penal Code, and other laws of the State of Texas, as applicable in the discretion of the Constable, if and when violations of such laws are observed by or reported to the Constable or his agents.

1.1 Traffic citations and/or other Class C misdemeanor citations issued by the Constable shall be filed and adjudicated in the Precinct 4 Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. Either District may request that any violation of such District's Rules and Regulations constituting a Class C misdemeanor be prosecuted by the Office of the Criminal District Attorney for Hays County, which office shall have absolute and unmitigated discretion in determining whether such violation shall be prosecuted. Any fine collected shall be deposited into the General Fund of Hays County.

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

1.3 Pursuant to this Agreement and Sections 51.128, 51.241 and 49.216 of the Texas Water Code, the Constable shall be authorized to enforce each District's duly adopted Rules and Regulations, in the Constable's sole discretion; provided however, that the Districts' Rules and Regulations and other laws of the State of Texas governing vandalism or destruction of property owned or controlled by a District, trespass to such property, animal restraint on such property, or unauthorized operation of a motor vehicle or heavy equipment on such property shall be enforced by the Constable. The Constable will provide, upon request by the applicable District, such affidavits and testimony as may be necessary and

appropriate in connection with the District's issuance and enforcement of civil penalties or fines for violations of the District's Rules and Regulations.

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 4 IN HAYS COUNTY. IF EITHER DISTRICT IS DISSATISFIED IN ANY WAY WITH THE PERFORMANCE OF THE CONSTABLE, SUCH DISTRICT'S SOLE REMEDY SHALL BE TERMINATION PURSUANT TO ARTICLE 4 BELOW.

Article 2. Districts' Rights and Duties.

2.1 The Districts agree to allow the County to retain any fees collected by the Justice Court. The Districts further agree to cooperate with the Constable and provide such equipment and personnel for the use of the Constable as may be reasonably requested from time to time to carry out the purposes of this Agreement. The foregoing notwithstanding, the Districts shall be under no obligation to acquire equipment or hire personnel in furtherance of this Agreement.

2.2 In return for the Services provided by the Constable, the Districts agree to pay to the County, as depicted in Exhibit A attached hereto and incorporated herein, the sum of fifty-one thousand, ninety and no/100 dollars ($51,090.00) per annum (the "Annual Compensation"), which represents compensation to the County for actual costs related to the employment of personnel by the Constable, and estimated vehicle and fuel costs related to patrol of the Districts, incurred by the Constable in performance of the Services. The Annual Compensation shall be payable in quarterly lump-sum payments of twelve thousand, seven hundred, seventy-two and 50/100 dollars ($12,772.50). The County shall send an invoice to the Districts' General Manager on or before the first (1st) day of December, March, June and September, and each District shall pay one-half of the quarterly portion of the Annual Compensation then due within thirty (30) days of receipt of such invoice.

2.3 Notwithstanding the Districts' commitment to provide equipment as set forth in ARTICLE 2.1 above, the Districts shall not be obligated to directly compensate the County for the purchase or lease of a vehicle for use in performing the Services, but shall pay a flat-rate annual vehicle usage fee of four-thousand and no/100 dollars ($4,000.00), which amount is included in the Annual Compensation as set forth in the foregoing. The County will provide liability insurance coverage under the County's risk pool policies, the cost of which is also included in the Annual Compensation as set forth in the foregoing.

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 Constable agrees that the Constable, its agents, officers, and other personnel performing services pursuant to this Agreement will at no time present themselves to be agents, officers or representatives of either District. The contact person and representative for the County is the Constable, or his designee, and the contact persons and representatives for the Districts are each District Board President and the Districts' General Manager.

Article 4. Term of Agreement and Renewal.
This Agreement must be approved by the Hays County Commissioners Court and each of the Districts as evidenced by the signatures below, and shall become effective the date of the last signature as set forth below. This Agreement may be terminated, with or without cause, by any party hereto by giving thirty (30) days written notice of termination to the other party via certified mail, return receipt requested. This Agreement may be renewed annually and, absent notice otherwise by any other party, shall be renewed automatically each year. However, 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 and the Districts 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 either District, and each District shall be responsible for indemnifying all Parties of this Agreement, to the extent provided by law, with respect to claims or causes arising out of or with respect to any act, omission or failure to act by such District. The Districts shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the County or Constable, and the County shall be responsible, for indemnifying the Districts, to the extent provided by law, 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 Districts will respectively 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 each District, 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 a District, its agents, officers and employees. Nothing in this Article shall be construed to be a waiver of sovereign, official, or other immunities enjoyed by any of the Parties to this Agreement.

Article 6. Miscellaneous.

6.1 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.

6.2 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the Districts, the County or the Constable, or to create any legal rights or claim on behalf of any third party. Neither the County, the Districts, nor the Constable waives or surrenders any defenses, immunities or rights whatsoever, including, but not limited to, governmental or official immunity, except to the extent expressly set forth in this Article 6.2. The Parties mutually waive governmental immunity from suit and liability only as to any action brought by a signatory party hereto to pursue remedies available for breach of this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this Article shall waive any defenses, immunities or rights that a Party has with respect to suits against such Party by persons or entities not a Party to this Agreement.

6.3 This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas, hereby submit to the jurisdiction of the courts of Hays County, Texas, and agree that any such court shall be a proper forum for the determination of any dispute arising hereunder; provided, however, that any dispute between the Parties concerning performance hereunder shall first be submitted to non-binding mediation.

6.4 This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

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, Suite 300
San Marcos, TX 78666

Hays Water Control & Improvement
District #1
Board President
c/o Inframark
14050 Summit Dr., Suite 103
Austin, TX 78728

Hays County Constable Pct. #4
195 Roger Hanks Parkway
Dripping Springs, Texas 78620

Hays Water Control & Improvement
District #2
Board President
c/o Inframark
14050 Summit Dr., Suite 103
Austin, TX 78728

[Remainder of Page Left Blank Intentionally; Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereby execute in triplicate and attest this Agreement to be in full force and effect as of the date of the last signature as set forth below.

Hays County, Texas

Attest:

_____
Elaine Cardenas
Hays County Clerk
Date: _____

_____
Ruben Becerra
Hays County Judge
Date: _____

Hays County Constable, Pct. #4

_____
Ron Hood
Hays County Constable, Pct. #4
Date: _____

Hays Water Control
Improvement District #1

Attest:

_____	_____
Dan Robison	Doug Botts
Secretary of the Board	President of the Board
Date:_____	Date: _____

Hays Water Control
Improvement District #2

Attest:

_____	_____
Sean McGillicuddy	Royce Wachsmann
Secretary of the Board	President of the Board
Date:_____	Date: _____

EXHIBIT "A"

I. The current annualized cost of providing one part-time deputy constable (29 hours per week) is $51,090.

a. Salary: $38,891 (actual cost for one (1) P/T TRO)
b. Indirect Personnel Costs: $8,199 (e.g. uniform allowance, fringe benefits)
c. Vehicle Maintenance: $4,000 (fuel and routine maintenance)

II. Payment for services shall be made according to the following schedule and billed at actual costs as outlined in Article 2, *plus any future applicable salary and fringe increases*:

1st Quarter (October - December)
2nd Quarter (January - March)
3rd Quarter (April - June)
4th Quarter (July – September)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County, the City of Dripping Springs, the Dripping Springs Independent School District, and the Dripping Springs Community Library District, related to planning and construction of the Town Center Project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 12, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

The Interlocal Agreement is one more step toward a collaborative planning process between the Parties to the Agreement, which will result in the establishment of a Town Center Project that accommodates a number of public needs and takes advantage of economies of scale.

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into as of the 14th day of April 2020, by and between the **City of Dripping Springs,** a general law city in Hays County, Texas (hereinafter the "City"), **Dripping Springs Independent School District** (hereinafter the "DSISD"), **Dripping Springs Community Library District** (the "Library"), and **Hays County** ("County"); (collectively the "Parties"), in connection with the development and construction of the Town Center Project.

WHEREAS, Dripping Springs was one of the five cities in Central Texas chosen to participate in the Sustainable Places Project, an ambitious regional planning initiative aimed at helping communities create the conditions for livable places; and

WHEREAS, Dripping Springs finalized its Sustainable Places Project (the "Project") on December 10, 2013; and

WHEREAS, the Project suggested a catalyst project which focuses on enhancing the existing town center and expanding it to the northwest; and

WHEREAS, the Project recognized that the City and the DSISD currently own, occupy, or control approximately fourteen point one (14.1) acres of land and ROW within the area proposed for the Town Center and adjacent space suitable for potential commercial development; and

WHEREAS, to continue with the Town Center Project, the City, the DSISD, the County, the Library, and TIRZ seek to complete the real estate and other transactions that are necessary to complete the project; and

WHEREAS, the concept to co-locate the City, DSISD, County, and Library is supported by the parties because shared facilities is a cost-effective way to design civic services; and

WHEREAS, the Parties desire to pursue joint planning and construction of the Town Center Project; and

WHEREAS, the City Council of the City of Dripping Springs and the Board of Trustees for the Dripping Springs Independent School District find that the appropriate real estate transactions related to completion of the Town Center Project provides a public benefit to the constituencies served by each of the entities and to the taxpayers of each entity; and

WHEREAS, this Interlocal Agreement is intended to facilitate completion of the planning and construction of infrastructure and related improvements of the Town Center Project; and

WHEREAS, the Parties entered into a Memorandum of Understanding to facilitate timely planning and assessment of the viability of the Town Center in September 2017; and

WHEREAS, timely commitments on the transfer of the City and DSISD properties is desired to plan for the Town Center, but both the City and DSISD desire additional time before vacating their current properties; and

WHEREAS, the Parties plan to acquire and sell or exchange real property, build, occupy, and share a building and complex on a single tract of land.

NOW, THEREFORE, the City, DSISD, Library, and County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

ARTICLE I
TERM OF AGREEMENT

1.1 **Term.** The term of this Agreement ("Term") shall commence on the Effective Date and shall expire April 1, 2025.

ARTICLE II
AGREEMENTS

2.1 **Conditions.** The Parties recognize that certain conditions must be met for the development of Town Center. The City, DSISD, County, or Library, may end its involvement with the development of Town Center and its participation in this Agreement if the City, DSISD, Library, County, or TIRZ are unable to agree upon a site or obtain financing to fund the Town Center Project or replacement facilities related to the Project.

2.2 **City Agreement.** The City shall:

To advance and implement the development of the Dripping Springs Town Center, the City of Dripping Springs (City) shall:

(a) In accordance with Chapter 272, Texas Local Government Code, to commit to making the current City Hall Property and right of way located on the corner of Highway 290 and Mercer Street available for future purchase or transfer for the Town Center project and negotiate in good faith and enter into an agreement for the purchase of all or part of the City property within the Town Center Site with or without existing improvements, as agreed, on all or a part of the property located at 511 Mercer Street, Dripping Springs, Texas, including the right of way located on the corner of Highway 290 and Mercer Street to the extent allowed by law, that is required for development of Phases 1 and 1A, including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity involved in the sale or exchange within six months from the date of

execution of this Agreement. The agreement shall include the part(ies) who will purchase or otherwise obtain the City property, the method(s) of transfer, and the date(s) on or around which the properties will be transferred. The final price or land exchange may be determined by the applicable parties at a time mutually agreeable to the parties who are purchasing and selling the property.

(b) Negotiate in good faith with the Library and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the City may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or County pro-rata share subject to future funding allocations from those entities or the TIRZ);

(c) To the extent allowed by law, adopt a Plan of Finance for the Phase 1 and 1A infrastructure in cooperation with the TIRZ Board, DSISD, Library, and Hays County within twelve months of the execution of this Agreement and will engage a contractor for design of the improvements within six months after the adoption of the Plan of Finance by applicable parties;

(d) Within six months after approval of the Plan of Finance associated with this agreement is finalized as to the terms listed above and property dedicated to each entity by the DSISD and City as negotiated, initiate an application for Planned Development District zoning and promote its approval and provide for the entitlement process for the Town Center, including any required public outreach and engagement;

(e) Conduct space planning and design for the construction of a new City Hall and associated parking and utilities, with the express intent to restrict the land area required to the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on **Exhibit "A"** (Fall 2019 version); and

(f) Within three months of adoption of the Plan of Finance by the City, the City shall present a cost reimbursement agreement to the TIRZ Board for recommendation whereby City-issued debt and other financing can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or County, to reimburse the City on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the City's initial financing; and

(g) In addition, the City may, at its sole discretion:

(1) Engage the DSISD, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;

(2) Execute the acquisition of the new City Hall site through a transaction with DSISD;

(3) Negotiate in good faith for the disposition of the City's current City Hall property to an eventual end purchaser related to the Town Center Project;

(4) Complete fundraising for and construction of the new City Hall and associated on-site improvements; and

(5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from cash-in-lieu fees, contributions from development agreements, disposition of public assets, State, County, or regional funding, or any other viable sources.

2.3 **DSISD Agreement.** DSISD shall:

(a) The DSISD shall permit the Parties in this Agreement to purchase and/or agree to the exchange of property, at an agreed value , sufficient land within the boundaries of the District Property, as more described below, to construct the Town Center project. The sale and/or exchange of property and purchase is subject to Chapter 272 of the Texas Local Government Code, Section 11.154 of the Texas Education Code, and subparagraph 2.3(b).

(b) The Parties agree to negotiate in good faith and enter into an agreement for the future sale of the property with the City of Dripping Springs, Library, and/or Hays County, with or without improvements, on approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Spring, Texas, excluding the Walnut Springs Elementary School track and field, as required for development of Phases 1 and 1A, but including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval of the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or acquire the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and

(c) The responsibility for the demolition of the existing improvements at 510 Mercer Street shall be determined by the Board of Trustees during the real estate negotiations; and

(d) If the Town Center project is terminated and paragraph 2.3(a) and (b) is not exercised, then in accordance with the requirements of Chapter 272, Texas Local Government Code, DSISD will negotiate in good faith and enter into a real estate sales contract with the Library for property in the amount of acreage sufficient to build a 35,000 square foot building and additional acreage to support the infrastructure as set forth in the interlocal agreement between the Library and District.

(e) In addition, DSISD may, at its sole discretion:

(1) Engage the City, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building or other Town Center facilities, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and

(2) Engage the City in discussions regarding the potential swap of the current City Hall site and building or other City property, with or without improvements, for portions of the current DSISD property required for Phases 1 and 1A of the Town Center Plan, with each property owner receiving fair market value in such an exchange.

2.4 **Library.** The Library shall:

To advance and implement the development of the Dripping Springs Town Center, the Dripping Springs Community Library (Library) shall:

(a) In accordance with Chapter 272 Texas Local Government Code, negotiate in good faith and enter into an agreement to purchase all or part of the property from the DSISD for the property within the Town Center Site, with or without existing improvements, as agreed, on all or a part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field, that is required for development of Phases 1 and 1A, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and

(b) Negotiate in good faith with the City and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the Library may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the City or County pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in the preparation for its Plan of Finance; and

(c) Conduct space planning, design, and site planning for the construction of a new Town Center Library and associated parking and utilities, with the express intent to restrict the land area required to the 1.8-acre site identified as "Civic Site 1" in the Town Center Plan as attached on **Exhibit "A"** (Fall 2019 version), accounting for Library parking that may be accommodated on-street in the public right-of-way.

(d) In addition, Library may, at its sole discretion:

(1) Engage the DSISD, City, and/or Hays County to explore the potential for shared use of portions of the planned Town Center Library building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and

(2) To the extent allowed by law, complete fundraising for and construction of the new Town Center Library and associated on-site improvements as well as any shared infrastructure that the Library's financing resources may be able to support.

(3) Acquire land suitable for the new Library facility.

2.5 Conditions of the County.

To advance and implement the development of the Dripping Springs Town Center, Hays County shall:

(a) In accordance with Section 272.001(b)(5), Texas Local Government Code, negotiate in good faith and enter into an agreement for the purchase of all or part of the property from the DSISD and/or the City for the acquisition of real property with or without improvements, as agreed, on all or part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field and/or the property at 511 Mercer Street with or without existing improvements, that is required for development of Phases 1 and 1A, including property required for new City, County, and Library facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing board of each entity, for a County facility within six months from the date of execution of this agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD and/or City property, the method(s) of transfer, and the date(s) on or around which the property will be transferred in 2022, for DSISD property not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future as mutually agreeable to the parties who are purchasing and selling the property; and

(b) Negotiate in good faith with the Library and City the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the County may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or City pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in preparation of its Plan of Finance; and

(c) Conduct space planning and design for the construction of a new County facility by Spring 2022 and associated parking and utilities, with the express intent to restrict the land area required to a portion of the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on **Exhibit "A"** (Fall 2019 version).

(d) In addition, the County may, at its sole discretion:

(1) Execute the acquisition of the new County site through a transaction with DSISD;

(2) Within three months of adoption of the Plan of Finance by the City, present to the TIRZ Board the terms of a cost reimbursement agreement whereby County resources can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or City to reimburse the County on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the County's initial financing;.

(3) Engage the DSISD, City, and/or Library to explore the potential for shared use of portions of the planned new civic buildings instead of or in addition to constructing a new County facility, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;

(4) Complete fundraising for and construction of the new County facility and associated on-site improvements; and

(5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from County parks and transportation bonds, contributions from development agreements, disposition of public assets, State or regional funding, or any other viable sources.

ARTICLE III
DEFAULT, REMEDIES, TERMINATION

3.1 Defaults, Generally. A default shall occur ("Default") hereunder if either the City, DSISD, Library, or County shall fail or refuse to perform any of its respective obligations under this Agreement and such Default shall continue for thirty (30) days after written notice from the non-defaulting parties to the defaulting party designating such Default (or for such longer period as may be reasonably required to cure such Default in the exercise of all due diligence but not in excess of ninety (90) days).

3.2 Remedies after Default. If a Default occurs, the non-defaulting party shall have all the remedies available to the non-defaulting party at law or in equity, including the right to bring an action for specific performance against the defaulting party.

3.3 Notice of Default; Opportunity to Cure. If this Agreement is breached, the party alleging the default or breach shall give the breaching party not less than thirty (30) days written notice, measured from the date of the certified mailing, specifying the nature of the alleged default, and when appropriate, the manner in which the alleged default may be satisfactorily cured. If the

nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within the period.

3.4 **Notice of Intent to Terminate on Default.** At any time following the thirty-day cure period, the complaining party may institute legal proceedings and/or give written notice of intent to terminate the Agreement by certified mail. The written notice of intent to terminate shall specify the nature of the alleged grounds for termination.

3.5 **Termination of Agreement.** Each party shall be able to terminate this Agreement by giving a thirty (30) day written notice to each other Party if the party terminating the Agreement: (1) no longer can obtain funding for the Town Center Project; (2) no longer can allocate funding for the construction of replacement facilities affected by the Town Center Project; (3) there is a legal or budgetary impediment to the DSISD; or (4) a legal impediment to the City.

3.6 **Cancellation of Agreement.** Except as otherwise permitted herein, this Agreement may be cancelled, in whole or in part, only by mutual written consent of all of the Parties.

3.7 **Time of Essence to Agreement.** The Parties agree that time is of the essence to this Agreement.

ARTICLE IV
GENERAL PROVISIONS

4.1 **Notice.** Any notice or statement required or permitted to be delivered by one of the Parties to this Agreement to the other shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the address shown below, or at such other address (or addressees) provided by the parties to each other:

District:	Dripping Springs Independent School District c/o Superintendent 510 Mercer Street Dripping Springs, Texas 78720
With copy to:	Oscar G. Trevino Walsh, Gallegos, Trevino, Russo & Kyle P.C. 505 E. Huntland Dr. #600 Austin, Texas 78752
City:	City of Dripping Springs c/o Michelle Fischer 511 Mercer Street Dripping Springs, Texas 786201

With copy to:	Laura Mueller City Attorney 511 Mercer Street Dripping Springs, Texas 786201
Library:	Dripping Springs Community Library District c/o Missy Atwood 501 Sportsplex Drive Dripping Springs, Texas 78620
With copy to:	Kate Leverett GERMER PLLC 550 Fannin, Suite 400 Beaumont, Texas 77701
County:	Hays County c/o Hays County Judge 111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666
With copy to:	Mark Kennedy County General Counsel 111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666

4.2 No Joint Venture; No Third-Party Beneficiaries. It is acknowledged and agreed to by the Parties to this Agreement that the terms hereof are not intended to and shall not constitute a partnership or joint venture between the parties. The Parties, their officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the design, construction, operation or maintenance of any structures or improvements associated with Town Center.

4.3 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Hays County, Texas.

4.4 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein, and this instrument supersedes any prior agreements or understandings between the parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

EXECUTED on this the 15th day of April 2020 ("Effective Date").

[signature pages follow]

CITY OF DRIPPING SPRINGS, TEXAS

Todd Purcell, Mayor

Attest:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

Dr. Mary Jane Hetrick
Vice-President, Board of Trustees

Attest:

Shannon O'Connor
Secretary, Board of Trustees

DRIPPING SPRINGS COMMUNITY LIBRARY DISTRICT

Missy Atwood, President

Attest:

Melva Codina, Treasurer

HAYS COUNTY

_____

Ruben Becerra, Hays County Judge

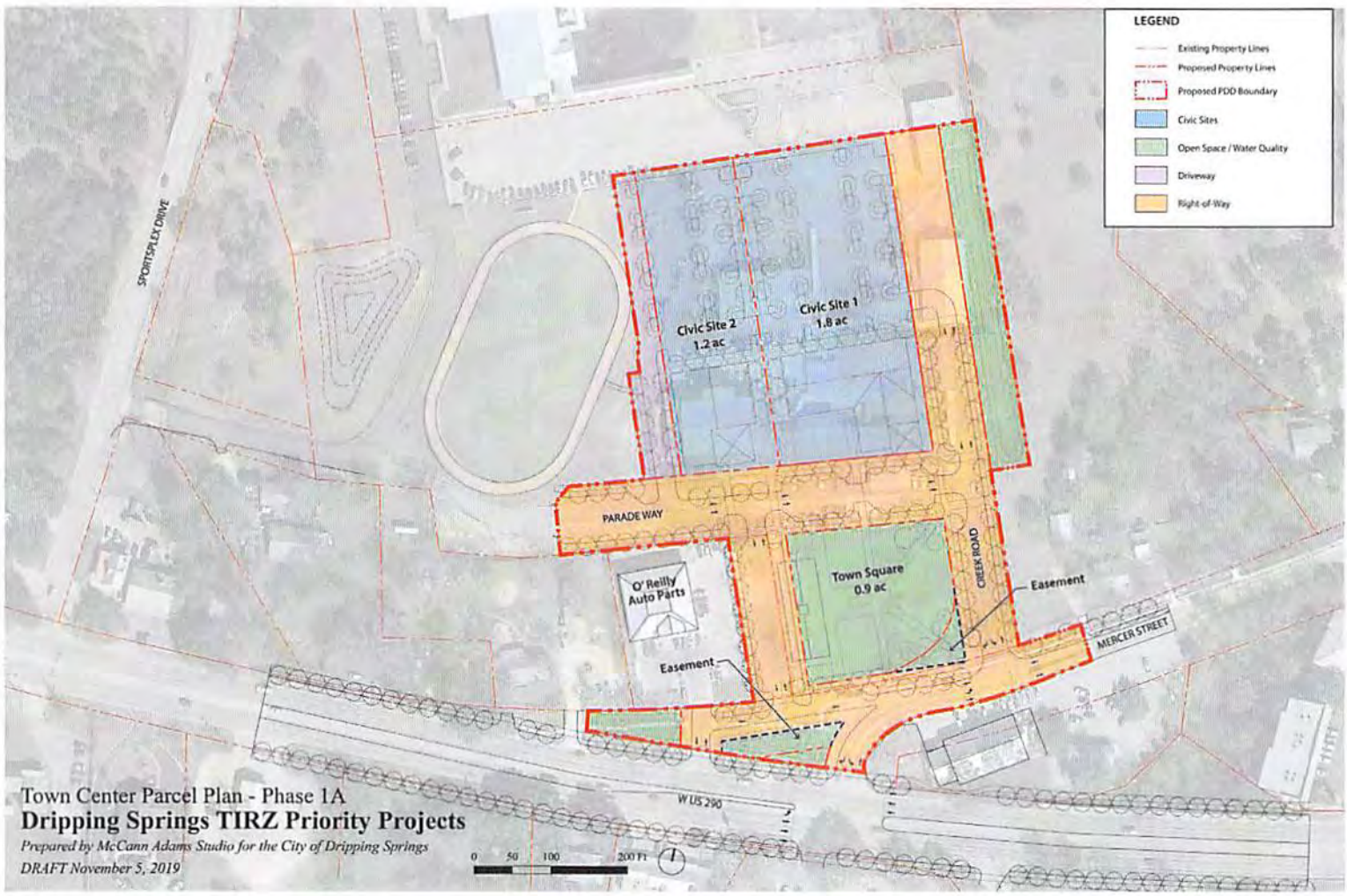
Attest:

_____

Elaine Cardenas, Hays County Clerk

Exhibit "A"

Town Center Plan
"Civic Site 2"



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Texas Water Trade, related to Hays County's financial application associated with the Clean Water State Revolving Fund.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 12, 2020	NTE $38,000

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

Information will be presented during Court.

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 **Texas Water Trade (**hereinafter "Contractor"), whose primary place of business is located at_____, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of _____, 20__ (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
Contractor shall assist the County in its financial application with the Texas Water Development Board as it relates to the Clean Water State Revolving Fund, the scope of which is described in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

2. SERVICES
Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Tammy Crumley, Director of Countywide Operations (or her designee) 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 by__December 31, 2020. (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 installments basis, which is attached hereto as Exhibit "B." The County shall pay Contractor a total fee not to exceed _thirty-eight thousand_____ dollars ($_38,000.00_____ 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 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; <tammy.crumley@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, EXHIBITS

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

17. WAIVER BY PARTY

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

that arises under this Agreement.

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

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

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

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

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

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

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

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

_____	_____
Hays County, Texas	_____
By: Ruben Becerra	By: _____
Hays County Judge	_____

ATTEST: _____
Dr. Elaine Cardenas, MBA, PhD
Hays County Clerk

EXHIBIT A-1

Scope of Work

On March 3, 2020, Texas Water Trade, on behalf of Hays County, prepared and submitted a Project Information Form (PIF) to the Texas Water Development Board (TWDB) to secure low interest financing and potentially Green Subsidy Principal Forgiveness for the Hays County Water Quality Protection Land Acquisition Program in the amount of $30 Million. It is expected that in the April-May 2020 time frame, TWDB will invite Hays County to submit a full application, likely with 45 calendar days, to complete the application process. Texas Water Trade offers this proposal to prepare and submit the full application, as well as to manage the application process to the point of financial closing and fund disbursement to Hays County. The following outlines the anticipated scope of work Texas Water Trade will perform to assist Hays County with the Clean Water State Revolving Fund application submission:

1. Upon receipt of a Letter of Invitation from the Texas Water Development Board, evaluate the stipulations in said letter and establish a schedule for completion of the full application.
2. Establish an internal meeting with staff and elected officials from Hays County, as well as their Bond Counsel and Financial Advisor, to review application requirements and establish delivery deadlines on specific aspects of the application.
3. Establish a weekly conference call with key members of the application team to mark progress and answer questions.
4. Brief the Hays County Parks and Opens Space Advisory Committee on development of the SRF application on an as-needed basis.
5. Attend Pre-Application Meeting with TWDB staff.
6. Enter materials into the Application via the TWDB online portal.
7. Produce a review draft and circulate to key team members.
8. Accept comments from key team members, and revise draft to final.
9. Submit final application document to TWDB via online portal. Circulate final document to key team members.
10. Field and respond to questions from TWDB staff and provide supplementary information.
11. Support the County through financial closing.

EXHIBIT B

Fee Schedule

Texas Water Trade will complete the above deliverables for a flat fee of $38,000. The fee will be payable in three installments.

1. 25% upon execution of this proposal and Notice to Proceed from Hays County.
2. 50% upon completion and submittal of the Application to Texas Water Development Board.
3. 25% upon closing.

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

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 execute a Master Services and Purchasing Agreement with Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 12, 2020	$48,422 - FY20 (budgeted) $2,686,309 - FY21-FY25 (5 year term)

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	SMITH

SUMMARY

Hays County law enforcment currently utilizes Axon for all in-car and body worn cameras. The Sheriff, Constable Pct. 4 and Fire Marshal were approved additional in-car and body camera equipment during the FY20 budget process.

Additionally, the Sheriff's Office would like to roll out a replacement program in order to have all original equipment purchased in 2016/2017 replaced with upgraded equipment with enhanced features. The total contract for the Sheriff under this program will be $2,690,562.52 for a five year agreement.

Attachment: Axon Master Services Agreement
Axon Proposals - Sheriff's Office (deployment 2 - new request)
- Sheriff's Office (deployment 1 - approved in FY20 budget)
- Constable Pct. 4 (approved in FY20 budget)
- Fire Marshal (approved in FY20 budget)

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Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Hays County, Texas ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement sets forth the terms and conditions for the purchase, delivery, use and support of Axon Devices and Services as detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Devices or Services, and all subsequent quotes for the same Devices or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties therefore agree as follows:

1 **Term**. This Agreement begins on the Effective Date and continues until September 30, 2020. This Agreement shall then automatically renew on an annual basis for a period of 5 years unless otherwise terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a renewal Master Service and Purchasing Agreement. New devices and services may require additional terms. If such terms are required and Agency does not agree to the additional terms, Agency has the right to terminate the Agreement with 30 days written notice to Axon. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. All payments and any accruals will be in compliance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

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6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices**. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party**

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will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Device Warnings**. See www.axon.com/legal for the most current Axon device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

12 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

13 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

16 **Termination**.

16.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

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16.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

16.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

17 **Confidentiality**. "**Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Any requests for information shall be handled in accordance with the Texas Public Information Act. If such request includes information that is deemed proprietary in nature, Agency will properly notify Axon in accordance with the Texas Public Information Act.

18 **General**.

18.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2 **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4 **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5 **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6 **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

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18.7 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9 **Survival**. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10 **Governing Law and Venue**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. Venue shall lie in Hays County, Texas for any claims or disputes related to or arising from this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11 **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Hays County
Attn: County Judge's Office
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666
judge.becerra@co.hays.tx.us

With copy to:
Hays County Office of General Counsel
111 East San Antonio Street, Suite 202
San Marcos, Texas 78666
jordan.powell@co.hays.tx.us

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 4/7/2020 | 8:31 PM MST

Hays County, Texas

Signature: _____

Name: Ruben Becerra

Title: Hays County Judge

Date: _____

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term**. For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

3 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and

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Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

7 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

8 **Storage**. For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

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11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

13 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

14 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

16 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **Term**. TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").

2 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

3 **Officer Safety Plan Standard**. The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a $0 purchase order.

4 **Officer Safety Plan 7**. Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An Upgrade includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

5 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").

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6 **TAP BWC Upgrade**. If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.

7 **TAP Dock Upgrade**. If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

8 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.

9 **Upgrade Change**. If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

10 **Return of Original Device**. If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.

11 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.

11.2. Axon will not and has no obligation to provide the Upgrade Models.

11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Term**. If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.

2 **Unlimited Duty Cartridge Plan**. If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

3 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

4 **Extended Warranty**. If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.

5 **Trade-in**. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6 **Subscription Term**. The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.

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7 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

8 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

9 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1.** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2.** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3.** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4.** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5.** Promptly install and implement any software updates provided by Axon;
- **4.6.** Ensure that all appropriate data backups are performed;
- **4.7.** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8.** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9.** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10.** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **CradlePoint**. If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.

3 **Third-party Installer**. If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.

4 **Wireless Offload Software.**

4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Wireless Microphone**. The Axon Fleet Wireless Microphone subscription is a 5-year term. If this Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless

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Microphone to Axon.

6 **Fleet 2 Unlimited**. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

7 **Fleet 2 Unlimited Upgrade**. For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade"**). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

8 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

8.1. Axon Fleet Unlimited coverage terminates, and no refunds will be given.

8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.

8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

1 **Axon Aware Subscription Term**. If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **Scope of Axon Aware**. The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

3 **LTE Requirements**. Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Aware Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

5 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Studio, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as part of a bundled offering, the subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Evidence Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Hays County Sheriff's Office- TX

AXON SALES REPRESENTATIVE
Danny Thielen
(480) 434-8810
dthielen@axon.com

ISSUED
4/30/2020

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-250766-43951.568DT

Issued: 04/30/2020

Quote Expiration: 05/22/2020

Account Number: 112056

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
David Burns
Hays County Sheriff's Office- TX
1307 UHLAND ROAD
San Marcos, TX 78666
US

BILL TO
Hays County Sheriff's Office- TX
1307 UHLAND ROAD
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PRIMARY CONTACT
David Burns
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Partial Year - Deployment 1 (7/1/2020-9/30/2020)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT		3	387.00	387.00	1,161.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		3	0.00	0.00	0.00
80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR		1	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		720	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		18	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR		18	0.00	0.00	0.00
73655	AWARE PLUS A/V SERVICE LINE: 5 YEAR		18	0.00	0.00	0.00
80051	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR		18	0.00	0.00	0.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM		18	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		10	0.00	0.00	0.00
Hardware						
71088	AXON FLEET 2 KIT		3	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT		3	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		18	699.00	699.00	12,582.00
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		18	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		18	0.00	0.00	0.00

Partial Year - Deployment 1 (7/1/2020-9/30/2020) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		36	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		21	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		21	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		18	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)		6	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		6	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		23	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		18	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		36	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		36	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		18	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		36	0.00	0.00	0.00
74211	AXON BODY 3 - 1 BAY DOCK		18	200.00	200.00	3,600.00
73305	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 1 BAY		18	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		3	1,509.00	1,509.00	4,527.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		3	270.00	270.00	810.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		3	0.00	0.00	0.00

Partial Year - Deployment 1 (7/1/2020-9/30/2020) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
71100	CABLE ASSEMBLY, POWER HARNESS, FLEET 2		3	0.00	0.00	0.00
Other						
73453	2019 - OFFICER SAFETY PLAN 7 PLUS		18	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		18	0.00	0.00	0.00
73465	Performance Service: 5 Year		18	0.00	0.00	0.00
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR		18	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR		18	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		18	597.00	597.00	10,746.00
73490	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE: 5 YEAR		1	0.00	0.00	0.00
73570	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE: 5		1	0.00	0.00	0.00
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		18	0.00	0.00	0.00
					Subtotal	33,426.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	33,426.00

TAP Replacement Contract #7264

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		174	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		191	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		174	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		17	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		17	42.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY		17	0.00	0.00	0.00

TAP Replacement Contract #7264 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		174	0.00	0.00	0.00
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		17	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Partial Year - Deployment 2 Hardware (7/1/2020-9/30/2020)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM		161	0.00	0.00	0.00
Hardware						
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		161	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		161	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		322	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		322	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		193	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		193	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		161	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)		16	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		16	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		322	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		322	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		322	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		322	0.00	0.00	0.00

Partial Year - Deployment 2 Hardware (7/1/2020-9/30/2020) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
75015	SIGNAL SIDEARM KIT		161	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		322	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		5	699.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		5	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		5	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		5	0.00	0.00	0.00
74211	AXON BODY 3 - 1 BAY DOCK		30	200.00	0.00	0.00
73305	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 1 BAY		30	0.00	0.00	0.00
Other						
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		30	0.00	0.00	0.00
Services						
85055	AXON FULL SERVICE		1	17,000.00	0.00	0.00
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING		1	17,000.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 1 - Deployment 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT		3	1,548.00	1,548.00	4,644.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		3	0.00	0.00	0.00

Year 1 - Deployment 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		18	2,388.00	2,388.00	42,984.00
					Subtotal	47,628.00
					Estimated Tax	0.00
					Total	47,628.00

Year 1 - Deployment 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT		76	1,548.00	1,548.00	117,648.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		76	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		29	468.00	117.00	3,393.00
85110	EVIDENCE.COM INCLUDED STORAGE		870	0.00	0.00	0.00
80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR		16	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		6,440	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		161	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR		161	0.00	0.00	0.00
73655	AWARE PLUS A/V SERVICE LINE: 5 YEAR		161	0.00	0.00	0.00
80051	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR		161	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		160	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	8,950	0.00	0.00	0.00
12332	AXON AIR, EVIDENCE.COM ADD-ON LICENSE: 5 YEAR		5	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	450.00	2,250.00
Hardware						
71088	AXON FLEET 2 KIT		76	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT		76	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		76	0.00	0.00	0.00
Other						
No Router	No Router (Declined)		76	0.00	0.00	0.00
73453	2019 - OFFICER SAFETY PLAN 7 PLUS		161	0.00	0.00	0.00

Year 1 - Deployment 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		161	0.00	0.00	0.00
73465	Performance Service: 5 Year		161	0.00	0.00	0.00
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR		161	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR		161	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		161	2,388.00	1,440.32	231,891.52
73490	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE: 5 YEAR		1	0.00	0.00	0.00
73570	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE: 5		1	0.00	0.00	0.00
					Subtotal	355,182.52
					Estimated Tax	0.00
					Total	355,182.52

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
71088	AXON FLEET 2 KIT		3	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT		3	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		5	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		5	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		5	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		5	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		5	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		5	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2 - Deployment 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT		3	1,548.00	1,548.00	4,644.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		3	0.00	0.00	0.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		36	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		36	0.00	0.00	0.00
Other						
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		18	2,388.00	2,388.00	42,984.00
					Subtotal	47,628.00
					Estimated Tax	0.00
					Total	47,628.00

Year 2 - Deployment 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT		76	1,548.00	1,548.00	117,648.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		76	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		29	468.00	468.00	13,572.00
85110	EVIDENCE.COM INCLUDED STORAGE		870	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	450.00	2,250.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		322	0.00	0.00	0.00

Year 2 - Deployment 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		322	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		322	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		322	0.00	0.00	0.00
Other						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		161	2,388.00	2,388.00	384,468.00
					Subtotal	517,938.00
					Estimated Tax	0.00
					Total	517,938.00

Year 3 - Deployment 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT		3	1,548.00	1,548.00	4,644.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		3	0.00	0.00	0.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		36	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		36	0.00	0.00	0.00
Other						
73309	AXON BODY CAMERA REFRESH ONE		18	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		18	2,388.00	2,388.00	42,984.00
					Subtotal	47,628.00
					Estimated Tax	0.00
					Total	47,628.00

Year 3 - Deployment 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT		76	1,548.00	1,548.00	117,648.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		76	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		29	468.00	468.00	13,572.00
85110	EVIDENCE.COM INCLUDED STORAGE		870	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	450.00	2,250.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		322	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		322	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		322	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		322	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE		17	0.00	0.00	0.00
Other						
73309	AXON BODY CAMERA REFRESH ONE		161	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		161	2,388.00	2,388.00	384,468.00
					Subtotal	517,938.00
					Estimated Tax	0.00
					Total	517,938.00

Year 4 - Deployment 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT		3	1,548.00	1,548.00	4,644.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		3	0.00	0.00	0.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		36	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		36	0.00	0.00	0.00
Other						
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		18	2,388.00	2,388.00	42,984.00
					Subtotal	47,628.00
					Estimated Tax	0.00
					Total	47,628.00

Year 4 - Deployment 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT		76	1,548.00	1,548.00	117,648.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		76	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		29	468.00	468.00	13,572.00
85110	EVIDENCE.COM INCLUDED STORAGE		870	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	450.00	2,250.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		322	0.00	0.00	0.00

Year 4 - Deployment 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		322	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		322	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		322	0.00	0.00	0.00
Other						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		161	2,388.00	2,388.00	384,468.00
					Subtotal	517,938.00
					Estimated Tax	0.00
					Total	517,938.00

Year 5 - Deployment 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80167	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 1 PAYMENT		3	87.00	87.00	261.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		3	102.00	102.00	306.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		3	0.00	0.00	0.00
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT		3	1,161.00	1,161.00	3,483.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		3	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		18	117.00	117.00	2,106.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		18	72.00	72.00	1,296.00
85110	EVIDENCE.COM INCLUDED STORAGE		540	0.00	0.00	0.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		36	0.00	0.00	0.00

Year 5 - Deployment 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		36	0.00	0.00	0.00
Other						
73310	AXON BODY CAMERA REFRESH TWO		18	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		18	1,791.00	1,791.00	32,238.00
					Subtotal	39,690.00
					Estimated Tax	0.00
					Total	39,690.00

Year 5 - Deployment 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT		76	1,548.00	1,548.00	117,648.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		76	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		29	468.00	468.00	13,572.00
85110	EVIDENCE.COM INCLUDED STORAGE		870	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	450.00	2,250.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		322	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		322	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		322	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		322	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO		17	0.00	0.00	0.00
Other						
73310	AXON BODY CAMERA REFRESH TWO		161	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00

Year 5 - Deployment 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		161	2,388.00	2,388.00	384,468.00
					Subtotal	517,938.00
					Estimated Tax	0.00
					Total	517,938.00
					Grand Total	**2,690,562.52**

Discounts (USD)

Quote Expiration: 05/22/2020

List Amount	3,055,818.00
Discounts	365,255.48
Total	**2,690,562.52**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Partial Year - Deployment 1 (7/1/2020-9/30/2020)	33,426.00
TAP Replacement Contract #7264	0.00
Partial Year - Deployment 2 Hardware (7/1/2020-9/30/2020)	0.00
Year 1 - Deployment 1	47,628.00
Year 1 - Deployment 2	355,182.52
Spares	0.00
Year 2 - Deployment 1	47,628.00
Year 2 - Deployment 2	517,938.00
Year 3 - Deployment 1	47,628.00
Year 3 - Deployment 2	517,938.00

Summary of Payments (Continued)

Payment	Amount (USD)
Year 4 - Deployment 1	47,628.00
Year 4 - Deployment 2	517,938.00
Year 5 - Deployment 1	39,690.00
Year 5 - Deployment 2	517,938.00
Grand Total	**2,690,562.52**

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Hays County Sheriff's Office- TX

Quote: Q-250766-43951.568DT

Sold By:	Danny Thielen
Designed By:	Evan Bates
Installed By:	Customer
Target Install Date:	

V-3.26.18

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Hays County Sheriff's Office- TX

Total Configured Vehicles

- 3 Total Vehicles with this Configuration

Video Capture Sources

- 6 Total Cameras Deployed
- 1 Axon Signal Unit(s) Per Vehicle

Mobile Data Terminal Per Vehicle

- 1 Located In Each Vehicle

Mobile Router Per Vehicle

- 1 Cradlepoint IBR900-1200

Offload Mechanism

- 4G LTE Cellular

Evidence Management System

- Evidence.com

Axon Camera

Signal Unit

In-Car Router

Battery Box

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900-1200 router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	**Operating System:** Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates **Hard Drive:** Must have 25GB+ of free disk space **RAM/Memory:** Windows 7 - 4GB or greater | Windows 10 - 8GB or greater **Ethernet Port:** The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. **Wi-Fi Card:** The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. **USB Ports:** If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Axon will provide the following router for all vehicles:	Cradlepoint IBR900-1200
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900-1200 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	**IP Addressing**		**Total IPs Required**	
	Axon Fleet Cameras	6	12	
	Mobile Data Terminal	3		
	Cradlepoint IBR900-1200	3		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a “clip” and removal of existing in-car system hardware. This does not include “full removal” of existing wiring. A “full removal” of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install. Clip vs Rip installation removal: o It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered “Clip” which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. o A “Rip” removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered “custom” and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered “CUSTOM” since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.

4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900-1200 will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

Notes

BuyBoard 568-18 used for pricing and purchasing justification.

Agency has existing contract #7264 (originated via Q-64392) and is terminating that contract upon the new license start date (7/1/2020) of this quote. Agency's existing Fleet contract #12784, & 13854 (originated via Q-103210 & Q-114738) will be terminated upon the new Fleet license start date (10/1/2020) of this quote.

The parties agree that Axon is granting a refund of $152,576.57 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 6/1/2020-6/15/2020, resulting in a 7/1/2020 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Agency is requesting for Deployment 2 Hardware to be sent upfront with licensing remaining on the same start date of 10/1/2020.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #7264. All TAP obligations from this contract will be considered fulfilled upon execution of this quote. This refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60 month marks of this new contract.

Axon Fleet hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 1 replacement at the 60 month mark of this contract.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Danny Thielen at dthielen@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
Review 1	Review 2	SO #:
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

Hays County Constable Pct. 4

AXON SALES REPRESENTATIVE
Russ Myers
480-463-2168
rmyers@axon.com

ISSUED
4/7/2020

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-238306-43928.634DT

Issued: 04/07/2020

Quote Expiration: 04/30/2020

Account Number: 467633

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Ron Hood
Hays County Constable Pct. 4
195 Roger Hanks Pkwy
Dripping Springs, TX 78620
US

BILL TO
Hays County Constable Pct. 4
195 Roger Hanks Pkwy
Dripping Springs, TX 78620
US

SALES REPRESENTATIVE
Russ Myers
Phone: 480-463-2168
Email: rmyers@axon.com
Fax: 480-999-6151

PRIMARY CONTACT
Ron Hood
Phone: (512) 858-7605
Email: ron.hood@co.hays.tx.us

Partial Year - 6/1/20 - 9/30/20

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80075	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 1 PAYM		1	436.00	436.00	436.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT		1	516.00	516.00	516.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		1	0.00	0.00	0.00
Hardware						
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK		1	499.00	499.00	499.00
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2		1	375.00	375.00	375.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		1	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK		1	0.00	0.00	0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK		1	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM		1	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		1	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT		1	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		1	1,509.00	1,509.00	1,509.00

Partial Year - 6/1/20 - 9/30/20 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		1	270.00	270.00	270.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		1	0.00	0.00	0.00
71100	CABLE ASSEMBLY, POWER HARNESS, FLEET 2		1	0.00	0.00	0.00
					Subtotal	3,605.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	3,605.00

Partial Year - CEW Hardware - 6/1/20 - 9/30/20

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
11002	BLACK X26P CEW, HANDLE		1	0.00	0.00	0.00
11004	WARRANTY, 4 YEAR, X26P		1	0.00	0.00	0.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P		1	0.00	0.00	0.00
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK		1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 1 - 10/1/20

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80075	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 1 PAYM		1	1,308.00	1,308.00	1,308.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
					Subtotal	1,308.00
					Estimated Tax	0.00
					Total	1,308.00

Year 2 - 10/1/21

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80076	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 2 PAYM		1	1,308.00	1,308.00	1,308.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT		1	1,548.00	1,548.00	1,548.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		1	0.00	0.00	0.00
					Subtotal	2,856.00
					Estimated Tax	0.00
					Total	2,856.00

Year 3 - 10/1/22

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80077	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 3 PAYM		1	1,308.00	1,308.00	1,308.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT		1	1,548.00	1,548.00	1,548.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		1	0.00	0.00	0.00
					Subtotal	2,856.00
					Estimated Tax	0.00
					Total	2,856.00

Year 4 - 10/1/23

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80078	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 4 PAYM		1	1,308.00	1,308.00	1,308.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT		1	1,548.00	1,548.00	1,548.00

Year 4 - 10/1/23 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		1	0.00	0.00	0.00
					Subtotal	2,856.00
					Estimated Tax	0.00
					Total	2,856.00

Year 5 - 10/1/24

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80079	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 5 PAYM		1	1,308.00	1,308.00	1,308.00
85110	EVIDENCE.COM INCLUDED STORAGE		40	0.00	0.00	0.00
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT		1	1,548.00	1,548.00	1,548.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		1	0.00	0.00	0.00
					Subtotal	2,856.00
					Estimated Tax	0.00
					Total	2,856.00

Grand Total	**16,337.00**

Summary of Payments

Payment	Amount (USD)
Partial Year - 6/1/20 - 9/30/20	3,605.00
Partial Year - CEW Hardware - 6/1/20 - 9/30/20	0.00
Year 1 - 10/1/20	1,308.00
Year 2 - 10/1/21	2,856.00
Year 3 - 10/1/22	2,856.00
Year 4 - 10/1/23	2,856.00
Year 5 - 10/1/24	2,856.00
Grand Total	**16,337.00**

Notes

This quote is co-termed and contingent upon execution of Q-250766.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Axon Master Services and Purchasing Agreement entered into between Axon and Hays County on May 13, 2020. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Russ Myers at rmyers@axon.com or fax to 480-999-6151

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
Review 1	Review 2	SO #:
Comments:		

Hays County Fire Marshal - TX

AXON SALES REPRESENTATIVE
Russ Myers
480-463-2168
rmyers@axon.com

ISSUED
4/7/2020

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-248921-43928.634DT

Issued: 04/07/2020

Quote Expiration: 03/31/2020

Account Number: 502199

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Scott Raven
Hays County Fire Marshal - TX
2171 Yarrington Road
Suite 300
Kyle, TX 78640
US

BILL TO
Hays County Fire Marshal - TX
2171 Yarrington Road
Suite 300
Kyle, TX 78640
US

SALES REPRESENTATIVE
Russ Myers
Phone: 480-463-2168
Email: rmyers@axon.com
Fax: 480-999-6151

PRIMARY CONTACT
Scott Raven
Phone: (512) 395-7323
Email: scott.raven@co.hays.tx.us

Partial Year - Deployment (5/1/2020- 9/30/2020)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	80	0.00	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	2	0.00	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	2	0.00	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR	2	0.00	0.00	0.00	0.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	2	0.00	0.00	0.00	0.00
Hardware						
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	0.00	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	2	0.00	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	3	0.00	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	3	0.00	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	2	0.00	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	2	0.00	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	2	0.00	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	2	0.00	0.00	0.00	0.00

Partial Year - Deployment (5/1/2020- 9/30/2020) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)		2	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		2	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		2	699.00	699.00	1,398.00
74200	TASER 7 6-BAY DOCK AND CORE		2	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74211	AXON BODY 3 - 1 BAY DOCK		2	200.00	200.00	400.00
73305	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 1 BAY		2	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		2	0.00	0.00	0.00
11509	BELT CLIP, RAPIDLOCK		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		4	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		4	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		4	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		4	0.00	0.00	0.00
Other						
73450	2019 - OFFICER SAFETY PLAN 7		2	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		2	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR		2	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		2	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR		2	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		2	745.00	745.00	1,490.00

Partial Year - Deployment (5/1/2020- 9/30/2020) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		2	0.00	0.00	0.00
73634	OSP 7 TRUE UP		2	493.50	493.50	987.00
					Subtotal	4,275.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	4,275.00

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		4	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		4	0.00	0.00	0.00
Other						
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		2	1,788.00	1,788.00	3,576.00
					Subtotal	3,576.00
					Estimated Tax	0.00
					Total	3,576.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		4	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		4	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		4	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		4	0.00	0.00	0.00
Other						
73309	AXON BODY CAMERA REFRESH ONE		2	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		2	1,788.00	1,788.00	3,576.00
					Subtotal	3,576.00
					Estimated Tax	0.00
					Total	3,576.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		4	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		4	0.00	0.00	0.00
Other						
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		2	1,788.00	1,788.00	3,576.00
					Subtotal	3,576.00
					Estimated Tax	0.00
					Total	3,576.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		4	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		4	0.00	0.00	0.00
Other						
73310	AXON BODY CAMERA REFRESH TWO		2	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		2	1,788.00	1,788.00	3,576.00
					Subtotal	3,576.00
					Estimated Tax	0.00
					Total	3,576.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73461	Evidence.com Unlimited Plus License Annual Payment		2	1,068.00	1,068.00	2,136.00
					Subtotal	2,136.00
					Estimated Tax	0.00
					Total	2,136.00
					Grand Total	**20,715.00**

Summary of Payments

Payment	Amount (USD)
Partial Year - Deployment (5/1/2020- 9/30/2020)	4,275.00
Year 1	3,576.00
Year 2	3,576.00
Year 3	3,576.00
Year 4	3,576.00
Year 5	2,136.00
Grand Total	**20,715.00**

Notes

Partial year deployment has been prorated to 5 months to align to a 10/1 annual billing.

Annual payments of this quote will be billed annually on 10/1.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Axon Master Services and Purchasing Agreement entered into between Axon and Hays County on May 13, 2020. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Russ Myers at rmyers@axon.com or fax to 480-999-6151

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
Review 1	Review 2	SO #:
Comments:		

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-240058-43928.622MD

Issued: 04/07/2020

Quote Expiration: 04/27/2020

Account Number: 502199

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Scott Raven
Hays County Fire Marshal
2171 Yarrington Road
Suite 300
Kyle, TX 78640
US

BILL TO
Hays County
2171 Yarrington Road
Suite 300
Kyle, TX 78640
US

SALES REPRESENTATIVE
Russ Myers
Phone: 480-463-2168
Email: rmyers@axon.com
Fax: 480-999-6151

PRIMARY CONTACT
Scott Raven
Phone: (512) 395-7323
Email: scott.raven@co.hays.tx.us

Group1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		4	1,509.00	1,509.00	6,036.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		4	270.00	270.00	1,080.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		4	0.00	0.00	0.00
					Subtotal	7,116.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	7,116.00
					Grand Total	**7,116.00**

Notes
Buyboard 568-18 used for pricing and purchasing justification

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Axon Master Services and Purchasing Agreement entered into between Axon and Hays County on May 13, 2020. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Russ Myers at rmyers@axon.com or fax to 480-999-6151

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

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 on a Resolution approving a First Supplement to Indenture of Trust relating to the "Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project)", a First Amendment to Financing Agreement, and other matters in connection therewith; and providing an effective date.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 12, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the "Court") of Hays County, Texas (the "County"), convened on the 12th day of May, 2020 in regular session in the regular meeting place of the Court in the County Courthouse (the "Meeting"), which Meeting was at all times open to the public and was held in compliance with the advisory issued by the Office of the Governor, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present, except _____ at the Meeting, thus constituting a quorum. Among other business considered at the Meeting, the attached Resolution (the "Resolution") entitled:

> A RESOLUTION APPROVING A FIRST SUPPLEMENT TO INDENTURE OF TRUST RELATING TO THE "HAYS COUNTY, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR PUBLIC IMPROVEMENT PROJECT)", A FIRST AMENDMENT TO FINANCING AGREEMENT, AND OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner _____ that the Order be passed and adopted. The motion was seconded by Commissioner _____ and carried by the following vote:

__ voted "For" __ voted "Against" __ "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in

advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this _____ day of _____, 2020.

_____
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF COMMISSIONERS COURT)

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIRST SUPPLEMENT TO INDENTURE OF TRUST RELATING TO THE "HAYS COUNTY, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR PUBLIC IMPROVEMENT PROJECT)", A FIRST AMENDMENT TO FINANCING AGREEMENT, AND OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Commissioners Court of Hays County, Texas (the "Commissioners Court") approved an Indenture of Trust dated as of July 15, 2015 (the "Indenture") by and between Hays County, Texas (the "County") and BOKF, NA, dba Bank of Texas, as trustee (the "Trustee"), related to its "Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project)" (the "Bonds"); and

WHEREAS, Lazy Oaks Ranch, LP, the "Landowner" of the undeveloped property within, and La Cima San Marcos, LLC, the "Developer" of, the La Cima Public Improvement District (the "District") have requested that the Future PID Bond Test relating to the issuance of Neighborhood Improvement PID Bonds in Section 13.2(e) of the Indenture be amended to better facilitate the continued development of land within the District; and

WHEREAS, Sections 10.1 and 10.3 of the Indenture permit the County and the Trustee to enter into a modification or amendment to the Indenture with the written consent of the owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then outstanding; and

WHEREAS, the Commissioners Court now desires to approve the execution and delivery of the First Supplement to Indenture of Trust attached hereto as Exhibit A (the "Indenture Supplement") in order to amend the Future PID Bond Test relating to the issuance of Neighborhood Improvement PID Bonds; and

WHEREAS, amending the Indenture will require that certain corresponding amendments to be made to the La Cima Public Improvement District Financing Agreement between the County and the Landowner, dated as of July 21, 2015 (the "Financing Agreement");

WHEREAS, the Commissioners Court now desires to approve the execution and delivery of the First Amendment to La Cima Public Improvement District Financing Agreement attached hereto as Exhibit B (the "PFA Amendment") in order to make conforming amendments consistent with the provisions of the Indenture Supplement; and

WHEREAS, the Commissioners Court finds and determines that it is in the best interests of the County to approve the execution and delivery of the Indenture Supplement and the PFA Amendment and to direct General Counsel and Assistant General Counsel to request the written consent of the owners of the Bonds in accordance with the Indenture.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF THE HAYS COUNTY, TEXAS:

SECTION 1. Findings. The declarations, determinations and finding declared, made and found in the preamble to this Resolution are hereby adopted, restated and made a part of the operative provisions of this Resolution. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

SECTION 2. Approval of Indenture Supplement. The Indenture Supplement is hereby authorized and approved in substantially the form attached hereto as Exhibit A, which is incorporated herein as a part hereof for all purposes. The County Judge is hereby authorized and directed to execute and deliver the Indenture Supplement with such changes as may be required to carry out the purposes of this Resolution and approved by the County Judge, such approval to be evidenced by the execution thereof, and the County Clerk is hereby authorized and directed to attest such signature of the County Judge.

SECTION 3. Request for Owner Consent. (a) Pursuant to Section 10.3 of the Indenture, a copy of the Indenture Supplement, together with a request to the Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner. General Counsel and Assistant General Counsel are hereby authorized and directed to deliver a copy of the Indenture, this Resolution and the Indenture Supplement, together with the Request for Owner Consent in substantially the form attached hereto as Exhibit C, which is incorporated herein as a part hereof for all purposes, to the Trustee, in order that the Trustee may mail or cause to be mailed the Request for Owner Consent, together with the Indenture, Indenture Supplement and this Resolution, to the Owners, in accordance with Sections 10.3 and 11.6 of the Indenture.

(b) Pursuant to Section 10.3 of the Indenture, upon the filing of consents by Owners (each an "Owner Consent") representing at least fifty-one percent (51%) of the aggregate principal amount of the Bonds Outstanding with the Trustee, General Counsel and Assistant General Counsel are hereby authorized and direct to mail or cause to be mailed notice to the Owners of all Bonds Outstanding, stating that the Indenture Supplement has been consented to by the Owners representing at least fifty-one percent (51%) of the aggregate principal amount of the Bonds Outstanding and will be effective as provide in Section 10.3 of the Indenture.

SECTION 4. Effective Date of Indenture Supplement. Pursuant to Section 10.3 the Indenture, the Indenture Supplement shall not become effective unless and until (i) the written consents of the Owners representing at least fifty-one percent (51%) of the aggregate principal amount of the Bonds Outstanding are filed with the Trustee and (ii) notice is mailed to the Owners of all Bonds Outstanding, stating that the Indenture Supplement has been consented to by the Owners representing at least fifty-one percent (51%) of the aggregate principal amount of the Bonds Outstanding . Upon written confirmation from the Trustee to the County that proof of the mailing of such notice was filed with the Trustee, the County Clerk is hereby authorized and directed to insert the effective date into the Indenture Supplement. Pursuant to Section 10.3 of the Indenture, the Indenture Supplement shall be "deemed conclusively binding" upon the County and the Owners of all Bonds at the expiration of ninety (90) days after proof of mailing such notice is filed with the Trustee by the County.

SECTION 5. Approval of PFA Amendment. The PFA Amendment is hereby authorized and approved in substantially the form attached hereto as Exhibit B which is incorporated herein as a part hereof for all purposes. The County Judge is hereby authorized and directed to execute and deliver the PFA Amendment with such changes as may be required to carry out the purposes of this Resolution and approved by the County Judge, such approval to be evidenced by the execution thereof.

SECTION 6. Additional Actions. The County Judge, the County Clerk, the County Auditor, General Counsel, Assistant General Counsel, and other appropriate officials of the County are hereby authorized and directed to take any and all actions on behalf of the County necessary or desirable to carry out the intent and purposes of this Resolution.

SECTION 7. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9. Effective Date. This Resolution shall take effect and be in force immediately from and upon its adoption.

[*Execution page follows.*]

PASSED AND ADOPTED on the _____ day of _____, 2020.

HAYS COUNTY, TEXAS

_____
County Judge

ATTEST:

_____
County Clerk and Ex-Officio Clerk
of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

EXHIBIT A – First Supplement to Indenture of Trust
EXHIBIT B – First Amendment to Financing Agreement
EXHIBIT C – Form of Request for Owner Consent

EXHIBIT A

FIRST SUPPLEMENT TO INDENTURE OF TRUST

FIRST SUPPLEMENT TO INDENTURE OF TRUST

THIS FIRST SUPPLEMENT TO INDENTURE OF TRUST (this "Indenture Supplement"), to be effective as provided herein, amends that certain INDENTURE OF TRUST, dated as of July 15, 2015 (the "Indenture"), by and between HAYS COUNTY, TEXAS (the "County"), and BOKF, NA, a national banking association, as trustee (together with its successors, the "Trustee"). Capitalized terms used in this Indenture Supplement and not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

WITNESSETH:

WHEREAS, the County issued its Hays County, Texas, Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project) (the "Bonds"), in an original principal amount of $19,200,000, pursuant to the Indenture; and

WHEREAS, Lazy Oaks Ranch, LP, the "Landowner" of the undeveloped property within, and La Cima San Marcos, LLC, the "Developer" of, the La Cima Public Improvement District (the "District") have requested that the Future PID Bond Test relating to the issuance of Neighborhood Improvement PID Bonds in Section 13.2(e) of the Indenture be amended to better facilitate the continued development of land within the District; and

WHEREAS, Sections 10.1 and 10.3 of the Indenture permit the County and the Trustee to enter into a modification or amendment to the Indenture with the written consent of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding; and

WHEREAS, the County and the Trustee desire to amend the Indenture pursuant to this Indenture Supplement; and

NOW, THEREFORE, in consideration of the premises set forth herein, the County agrees with the Trustee as follows:

Section 1. Findings. The declarations, determinations and finding declared, made and found in the preamble to this Indenture Supplement are hereby adopted, restated and made a part of the operative provisions of this Indenture Supplement.

Section 2. Amendment to Section 1.1 of the Indenture. Section 1.1 of the Indenture is hereby amended as follows:

(a) The definitions of "Independent Appraisal," "Neighborhood Improvement Area #1" and "Neighborhood Improvement Area #2" are added to Section 1.1 of the Indenture and state as follows:

> "Independent Appraisal" means, in establishing the appraised value, (i) the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a specific Neighborhood Improvement Area or the District, as applicable, for which the Future PID Bonds are to be issued as established by publicly available data from the county appraisal district,

(ii) an "as-complete" appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall assume completion of the Authorized Improvements to be funded with the Future PID Bonds, (iii) a certificate delivered to the County by a qualified independent third party (which party may be the Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the Neighborhood Improvement Area or District, as applicable, for which such Future PID Bonds are to be issued based on either (x) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in the Neighborhood Improvement Area for which such Future PID Bonds are to be issued or any preceding Neighborhood Improvement Areas of the District for which PID Bonds have been issued to fund Authorized Improvements or (y) the sales price in the actual lot purchase contracts in the Neighborhood Improvement Area for which the Future PID Bonds are to be issued.

"Neighborhood Improvement Area #1" means the initial Neighborhood Improvement Area developed within the District as more fully described in the Service and Assessment Plan.

"Neighborhood Improvement Area #2" means the second Neighborhood Improvement Area developed within the District as more fully described in the Service and Assessment Plan.

(b) The definition of "Value to Lien Ratio" is hereby deleted in its entirety from Section 1.1 of the Indenture and restated to read as follows:

"Value to Lien Ratio" means with respect to any Future PID Bonds, the ratio of the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a Neighborhood Improvement Area or the District, as applicable, for which Future PID Bonds are issued, based on an Independent Appraisal, to the sum of (i) the principal amount of the Future PID Bonds to be issued to fund all or a portion of the costs of the Authorized Improvements in the Neighborhood Improvement Area or the District, as applicable, (ii) the principal amount of any Outstanding PID Bonds issued to fund all or a portion of the cost of Authorized Improvements in or allocable to the Neighborhood Improvement Area or the District, as applicable, and (iii) principal amount of special assessments levied on a specific assessed parcel or assessed parcels, as applicable, in or allocable to the Neighborhood Improvement Area or the District, as applicable, which special assessments are not pledged as security for PID Bonds.

Section 3. Amendment to Section 13.2(e) of the Indenture. Section 13.2(e) of the Indenture is hereby deleted in its entirety and restated to read in full as follows:

(e) Future PID Bond Test - Neighborhood Improvement PID Bonds. Neighborhood Improvement PID Bonds may be issued to fund and/or to reimburse the Landowner for funding the Actual Costs of (i) the internal Authorized Improvements within a Neighborhood Improvement Area and/or (ii) Future Major Public Improvements not previously financed by Future Major Public Improvement PID Bonds that are allocable to a given Neighborhood Improvement Area. The Landowner may request that the County issue Neighborhood Improvement PID Bonds; provided, however, that no Neighborhood Improvement PID Bonds shall be issued unless such Neighborhood Improvement PID Bonds are made to mature on September 15 in each of the years in which they are scheduled to mature, and the applicable requirements in this Section 13.2(e) are met:

(i) The Trustee shall receive a certificate from the County Representative certifying that the County is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the County contained in any indenture of trust authorizing the issuance of PID Bonds for the District;

(ii) The Trustee and the County shall receive a certificate from the Landowner, through an authorized representative, certifying that the Landowner is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Landowner contained in the PID Financing Agreement, the Development Agreement, the Acquisition and Reimbursement Agreement applicable to such Neighborhood Improvement Area or any continuing disclosure agreement entered into by Landowner and/or Developer relating to the PID Bonds, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by Landowner and/or Developer which defaults shall be cured) are disclosed in a certificate from the Landowner and/or the Developer to the County and the Commissioners Court elects to proceed with the issuance of the Neighborhood Improvement PID Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the County shall receive a certificate from the Administrator certifying that there is no default by the Landowner, the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Neighborhood Improvement Area for failure to pay special assessments or ad valorem taxes on assessed parcels in such Neighborhood Improvement Area owed by the Landowner, Developer or such owner prior to the delinquency date thereof;

(iv) The Trustee and the County shall receive a certificate from the Developer certifying that the Authorized Improvements to be funded

with the proceeds of the Neighborhood Improvement PID Bonds to be issued are at least seventy-five percent (75%) completed;

(v) The Trustee and the County shall receive a certificate from the Developer certifying that at least seventy-five percent (75%) of the assessed parcels in the Neighborhood Improvement Area, for which Neighborhood Improvement PID Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users;

(vi) With respect to

a. Neighborhood Improvement PID Bonds to be issued for Neighborhood Improvement Area #2, the Trustee and the County shall receive a certificate from the Developer certifying that a certificate of occupancy for completed homes has been issued for at least forty percent (40%) of the lots or residential units, as applicable, in Neighborhood improvement Area #1; or

b. Neighborhood Improvement PID Bonds to be issued for Neighborhood Improvement Areas developed after Neighborhood Improvement Area #1 and Neighborhood Improvement Area#2, the Trustee and the County shall receive a certificate from the Developer certifying that a certificate of occupancy for completed homes has been issued for at least fifty percent (50%) of the lots or residential units, as applicable, in the preceding Neighborhood Improvement Area;

(vii) The Trustee and County shall receive an Independent Appraisal evidencing that Value to Lien Ratio of each individual assessed parcel in the Neighborhood Improvement Area for which Neighborhood Improvement PID Bonds will be issued is not less than 2.0:1.

Section 4. Request for Owner Consent. Upon receipt of the Request for Owner Consent from the County, the Trustee is hereby authorized and directed to mail or cause to be mailed, by first class mail, the Request for Owner Consent to the Owners in accordance with Section 10.3 of the Indenture. When Owners representing at least 51% of the aggregate principal amount of the Bonds Outstanding have filed their written consents to the Indenture Supplement with the Trustee, the Trustee will provide written notice thereof to the County.

Section 5. Effective Date of Amendment. This Indenture Supplement and the amendments herein shall be effective when there has been filed with the Trustee (i) the written consents of the Owners representing at least 51% of the aggregate principal amount of the Bonds Outstanding and (ii) proof of mailing notice of this Indenture Supplement to the Owners of all Bonds then Outstanding in accordance with Section 10.3 of the Indenture. Upon satisfaction of the foregoing the County Clerk shall enter the Effective Date on the execution page hereof. Pursuant to Section 10.3 of the Indenture, the Indenture Supplement shall be "deemed

conclusively binding" upon the County and the Owners of all Bonds at the expiration of ninety (90) days after proof of mailing such notice is filed with the Trustee by the County.

Section 6. Ratification of Indenture. As amended by this Indenture Supplement, the Indenture is in all respects ratified and confirmed and the Indenture as so amended hereby shall be read, taken and construed as one and the same instrument.

Section 7. Counterparts. This Indenture Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

[Execution page follows]

IN WITNESS WHEREOF, the County and the Trustee have caused this Indenture Supplement to be executed all as of the Effective Date hereof.

HAYS COUNTY, TEXAS

By:_____
County Judge

Attest:

_____
County Clerk and Ex-Officio Clerk
of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

Approved as to form:

_____
General Counsel

BOKF, NA,
as Trustee

By:_____
Authorized Officer

Effective Date:_____

[Execution page to First Supplement to Indenture of Trust]

EXHIBIT B

FIRST AMENDMENT TO FINANCING AGREEMENT

FIRST AMENDMENT TO LA CIMA PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT

This FIRST AMENDMENT TO LA CIMA PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT (this "Amendment") is made effective ___ day of _____, 2020 (the "Effective Date"), by and between **LA CIMA SAN MARCOS, LLC**, a Texas limited liability company (the "Owner") and **HAYS COUNTY, TEXAS** (the "County"), acting by and through its duly authorized representative (each individually referred to as a "Party" and collectively as the "Parties").

RECITALS

A. The County and Owner, as Designated Successor and Assignee to Lazy Oaks Ranch, LP, a Texas limited partnership, are parties to that certain La Cima Public Improvement District Finance Agreement dated effective July 21, 2015 (the "Agreement").

B. Section 4.03(a)(4) of the Agreement provides that upon the completion of the Neighborhood Public Improvements and compliance with the applicable Future Bond Test, the County intends to issue Neighborhood Improvement PID Bonds to reimburse the Owner for the Actual Cost of the Neighborhood Public Improvements, less any amounts reimbursed to the Owner pursuant to the applicable Acquisition and Reimbursement Agreement.

C. Pursuant to Section 4.03(d) of the Agreement, the County may, in its discretion, elect to allow for funding of construction of Neighborhood Public Improvements by reimbursement payments or progress payments, or a combination of reimbursement payments and progress payments, in which case the Agreement shall be modified to reflect such terms.

D. Contemporaneous with this Amendment, the County is (i) amending the Indenture of Trust dated as of July 15, 2015 between the County and BOKF, NA, a national banking association, as trustee (the "Trustee"), related to the Major Public Improvement PID Bonds to modify the Future Bond Test for Neighborhood Improvement PID Bonds, which modified Future Bond Test requires, among other requirements, that the Owner must certify that the Authorized Improvements to be funded with the proceeds of the Neighborhood Improvement PID Bonds to be issued are at least 75% completed and (ii) requesting that the Trustee obtain the written consent of the bondholders representing at least 51% of the aggregate principal amount of the Major Public Improvement PID Bonds outstanding.

E. The Parties desire to similarly amend the Agreement to allow (i) Neighborhood Improvement PID Bonds to be issued when at least 75% of the applicable Neighborhood Public Improvements are complete and (ii) for funding of construction of Neighborhood Public Improvements by a combination of reimbursement payments and progress payments,

F. Any capitalized terms used in these Recitals and not otherwise defined above shall have the meanings given to them in the Agreement.

NOW, THEREFORE, Owner and County hereby agree as follows:

1. Recitals; Defined Terms. The foregoing Recitals are true and correct in all material respects and are incorporated by reference herein and made a part of this Amendment for all purposes. Unless otherwise defined in this Amendment, any capitalized terms used in this Amendment shall have the meanings given to them in the Agreement.

2. County Election to Fund Construction of Neighborhood Public Improvements When at Least 75% Complete. Pursuant to Section 4.03(d) of the Agreement, the Company hereby elects to fund construction of the Neighborhood Public Improvements with respect to each Neighborhood Improvement Area by a combination of reimbursement payments (in accordance with Section 4.03 of the Agreement) and progress payments (in accordance with Section 4.02 of the Agreement). The Commissioners Court may consider the issuance of Neighborhood Improvement PID Bonds after at least 75% of such Neighborhood Public Improvements with respect to such Neighborhood Improvement Area are complete.

3. Amendment of Section 4.01(c)(3) of the Agreement. Section 4.01(c)(3) of the Agreement is hereby deleted in its entirety and replaced with the following:

> Neighborhood Public Improvements related to a Neighborhood Improvement Area are intended to be constructed pursuant to an Acquisition and Reimbursement Agreement with respect to such Neighborhood Improvement Area and paid for by the Owner. PID Bonds intended to fund such Neighborhood Public Improvements in a Neighborhood Improvement Area may be issued when at least 75% of the Neighborhood Public Improvements with respect to such Neighborhood Improvement Area are complete. Such funding of the Neighborhood Public Improvements will be governed by the applicable Acquisition and Reimbursement Agreement and Section 4.03 of this Agreement.

4. Amendment of Section 4.03(a)(1a) of the Agreement. Section 4.03(a)(1a) of the Agreement is hereby deleted in its entirety and replaced with the following:

> Simultaneously, the Service and Assessment Plan will be amended to reflect the Special Assessments and the Neighborhood Public Improvements associated with the Neighborhood Improvement Area in question, and as contemplated by the Acquisition and Reimbursement Agreement. The County will levy the Special Assessment for the associated Neighborhood Improvement Area. The order approving the Special Assessment for the associated Neighborhood Improvement Area shall set forth the collection date for such Special Assessment.

5. Amendment of Section 4.03(a)(3) of the Agreement. Section 4.03(a)(3) of the Agreement is hereby deleted in its entirety and replaced with the following:

> The County will begin collecting the Special Assessments for the associated Neighborhood Improvement Area in accordance with the order approving such Special Assessments. Upon collection of such Special Assessments, the County will place such Special Assessments in a designated account separate from the County's other accounts. The funds within the account will be used to reimburse the Owner for the Actual Costs of the Neighborhood Public Improvements pursuant

to the terms of the Acquisition and Reimbursement Agreement (See step # 4 below).

6. Amendment of Section 4.03(a)(4) of the Agreement. Section 4.03(a)(4) of the Agreement is hereby deleted in its entirety and replaced with the following:

> Upon completion of at least 75% of the Neighborhood Public Improvements associated with the applicable Acquisition and Reimbursement Agreement and compliance with the applicable Future Bond Test, the County intends to issue Neighborhood Improvement PID Bonds to reimburse the Owner for Actual Cost of such Neighborhood Improvement Area Public Improvements less any amounts already reimbursed to Owner pursuant to such Acquisition and Reimbursement Agreement.

7. Amendment of Section 4.03(b) of the Agreement. The following is added at the end of Section 4.03(b) of the Agreement:

> If less than 100% but more than 75% of the Neighborhood Public Improvements are complete at the time the applicable Neighborhood Improvement PID Bonds are issued, then net proceeds of such Neighborhood Improvement PID Bond shall be held by the Trustee in one or more segregated accounts under a Project Fund under substantially the same procedures as set forth in Section 4.02(a). Those sums held in such various segregated accounts will be advanced to Owner by the Trustee as progress payments to fund the Actual Costs of such Neighborhood Public Improvements (as more particularly specified in the Service and Assessment Plan as updated in connection with the issuance of such Neighborhood Improvement PID Bonds) under substantially the same procedures as set forth in Sections 4.02(a), 4.02(b), 4.02(c), and 4.02(d). If at any time there are not sufficient funds in the Project Fund to complete the Neighborhood Public Improvements, the Owner shall post fiscal security in accordance with Section 3.06 hereof. Progress payments shall be suspended until fiscal security is posted.

8. Amendment of Section 4.03(d) of the Agreement. Section 4.03(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

> The County, in its discretion, may allow for construction and funding of the Neighborhood Public Improvements through progress payments. If the County, in its discretion, allows such progress payments, this Financing Agreement shall be amended to reflect such terms.

9. Section References. Unless expressly stated otherwise, any and all references to sections or other enumerated provisions in this Amendment shall refer to the corresponding sections or provisions in the Agreement.

10. Ratification; Entire Agreement. The Agreement, as amended by this Amendment, is hereby ratified and affirmed and continues in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment control.

11. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

[Signature Page to Follow]

This Amendment shall be effective as of the Effective Date.

HAYS COUNTY, TEXAS

By: _____
Name: Ruben Becerra
Title: County Judge

[COUNTY SIGNATURE PAGE]

LA CIMA SAN MARCOS, LLC, a Texas limited liability company

By: _____

Bryan W. Lee, Manager

[OWNER SIGNATURE PAGE]

EXHIBIT C

REQUEST FOR OWNER CONSENT

REQUEST FOR OWNER CONSENT

[Insert Address of Owner]

May 12, 2020

Re: Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project)

Ladies and Gentlemen:

In connection with the above referenced Bonds issued pursuant to that certain Indenture of Trust, dated as of July 15 2015 (the "Indenture"), by and between Hays County, Texas (the "County") and BOKF, NA, a national banking association, as trustee (the "Trustee"), we hereby request your consideration and execution of the Owner Consent (the "Owner Consent") attached as Exhibit A hereto. Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Indenture.

The Owner Consent is being requested pursuant to Sections 10.1 and 10.3 of the Indenture in connection with that certain First Supplement to Indenture of Trust, approved by the Commissioners Court of the County on May 12, 2020 (the "Indenture Supplement"). Section 10.1 of the Indenture provides that certain modifications and amendments to the Indenture, including the modifications and amendments made by the Indenture Supplement, may be made with the written consent, given as provided in Section 10.3 of the Indenture, by the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds Outstanding at the time such consent is given. Section 10.03 of the Indenture sets forth the procedure for obtaining the consent of the required percentage of the Owners of the Outstanding Bonds. Proof of ownership must be provided as required by Section 11.6 of the Indenture.

Enclosed with this request is the Owner Consent, and the following for your review: (i) the Indenture; (ii) the resolution of the Commissioners Court of Hays County, Texas dated May 12, 2020 approving the First Supplement to Indenture of Trust by and between the Issuer and the Trustee (the "Indenture Supplement"), and (iii) the Indenture Supplement modifying and amending the Indenture as set forth in the Indenture Supplement.

To give your consent, the enclosed Owner Consent **should be executed by you, in the manner required by the Owner Consent, and returned, by first class United States mail or electronic submission, to the Trustee, accompanied by proof of ownership of the Bonds for which your consent is given:**

Mailing Address:	BOKF, NA 1401 McKinney, Suite 1000 Houston, Texas 77010 Attention: Rosalyn (Ros) Davis
Electronic Submission:	CTS.specfinance@usbank.com

The Trustee will set a record date for the Owner Consent of 5:00 p.m., New York City time, May 12, 2020 (the "Record Date"). The request for Owner Consent will commence on the Record Date and end on the "Consent Deadline," which is 5:00 p.m., New York City time, on June 12, 2020, unless terminated, shortened or extended by the County. The County is not responsible for any fees or expenses incurred in connection with the execution of the Owner Consent.

Very truly yours,

Hays County, Texas

/s/Ruben Becerra
County Judge

Enclosures:
- Owner Consent
- Indenture
- Resolution of Commissioners Court
- Indenture Supplement

OWNER CONSENT

HAYS COUNTY, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(LA CIMA PUBLIC IMPROVEMENT DISTRICT
MAJOR PUBLIC IMPROVEMENT PROJECT)

_____, the undersigned authorized officer or representative, executes this Owner Consent on behalf of _____, as holder (the "Owner") of $_____ in aggregate principal amount of the above-referenced bonds (the "Bonds") Outstanding on _____, 2020. The Bonds were issued pursuant to an Indenture of Trust, dated as of July 15, 2015, by and between Hays County, Texas (the "Issuer") and BOKF, NA, a national banking association (the "Trustee") (the "Indenture"). Capitalized terms used in this Owner Consent and not otherwise defined herein have the meanings given to such terms in the Indenture.

The Owner acknowledges receipt and review of copies of the following: (i) the Indenture; (ii) the resolution of the Commissioners Court of Hays County, Texas dated May 12, 2020 approving the First Supplement to Indenture of Trust by and between the Issuer and the Trustee (the "Indenture Supplement") and (iii) the Indenture Supplement modifying and amending the Indenture as set forth in the Indenture Supplement. The Indenture requires the written consent of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds Outstanding consent to modification or amendments to the Indenture.

By signing below, I consent, on behalf of the Owner, pursuant to Sections 10.1 and 10.3 of the Indenture, to the modifications or amendments to the Indenture set forth in the Indenture Supplement, in summary, as follows:

1. Section 1.1 of the Indenture sets forth certain definitions used in the Indenture. ***Owner consents to the amendment of such section to add the definitions of "Independent Appraisal," "Neighborhood Improvement Area #1" and "Neighborhood Improvement Area #2" and to delete and restate the definition of "Value to Lien Ratio" as set forth in Section 2 of the Indenture Supplement***.

2. Section 13.2(e) of the Indenture sets for the requirements of the Future PID Bond Test that must be met before the Issuer may issue Neighborhood Improvement PID Bonds. The applicable requirements set forth in Section 3 of the Indenture Supplement are as follows:

> (e) Future PID Bond Test - Neighborhood Improvement PID Bonds. Neighborhood Improvement PID Bonds may be issued to fund and/or to reimburse the Landowner for funding the Actual Costs of (i) the internal Authorized Improvements within a Neighborhood Improvement Area and/or (ii) Future Major Public Improvements not previously financed by Future Major Public Improvement PID Bonds that are allocable to a given Neighborhood Improvement Area. The Landowner may request that the County issue Neighborhood Improvement PID Bonds; provided, however, that no

Neighborhood Improvement PID Bonds shall be issued unless such Neighborhood Improvement PID Bonds are made to mature on September 15 in each of the years in which they are scheduled to mature, and the applicable requirements in this Section 13.2(e) are met:

(i) The Trustee shall receive a certificate from the County Representative certifying that the County is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the County contained in any indenture of trust authorizing the issuance of PID Bonds for the District;

(ii) The Trustee and the County shall receive a certificate from the Landowner, through an authorized representative, certifying that the Landowner is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Landowner contained in the PID Financing Agreement, the Development Agreement, the Acquisition and Reimbursement Agreement applicable to such Neighborhood Improvement Area or any continuing disclosure agreement entered into by Landowner and/or Developer relating to the PID Bonds, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by Landowner and/or Developer which defaults shall be cured) are disclosed in a certificate from the Landowner and/or the Developer to the County and the Commissioners Court elects to proceed with the issuance the Neighborhood Improvement PID Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the County shall receive a certificate from the Administrator certifying that there is no default by the Landowner, the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Neighborhood Improvement Area for failure to pay special assessments or ad valorem taxes on assessed parcels in such Neighborhood Improvement Area owed by the Landowner, Developer or such owner prior to the delinquency date thereof;

(iv) The Trustee and the County shall receive a certificate from the Developer certifying that the Authorized Improvements to be funded with the proceeds of the Neighborhood Improvement PID Bonds to be issued are at least seventy-five percent (75%) completed;

(v) The Trustee and the County shall receive a certificate from the Developer certifying that at least seventy-five percent (75%) of the assessed parcels in the Neighborhood Improvement Area, for which Neighborhood Improvement PID Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users;

(vi) With respect to

a. Neighborhood Improvement PID Bonds to be issued for Neighborhood Improvement Area #2, the Trustee and the County shall receive a certificate from the Developer certifying that a certificate of occupancy for completed homes has been issued for at least forty percent (40%) of the lots or residential units, as applicable, in Neighborhood improvement Area #1; or

b. Neighborhood Improvement PID Bonds to be issued for Neighborhood Improvement Areas developed after Neighborhood Improvement Area #1 and Neighborhood Improvement Area#2, the Trustee and the County shall receive a certificate from the Developer certifying that a certificate of occupancy for completed homes has been issued for at least fifty percent (50%) of the lots or residential units, as applicable, in the preceding Neighborhood Improvement Area;

(vii) The Trustee and County shall receive an Independent Appraisal evidencing that Value to Lien Ratio of each individual assessed parcel in the Neighborhood Improvement Area for which Neighborhood Improvement PID Bonds will be issued is not less than 2.0:1.

Owner consents to the amendment of Section 13(e) of the Indenture as set forth in Section 2 of the Indenture Supplement.

3. ***The Owner waives any and all procedural defects associated with this amendment to the Indenture.***

[*Signature page follows*.]

OWNER CONSENT SIGNATURE PAGE

The undersigned has executed and delivered this Owner Consent to the Trustee to evidence its consent to the matters stated herein.

_____, as Owner

Authorized Officer:

By _____
Name _____
Its _____

Name of DTC Participant: _____
DTC Participant Number:_____

Dated: _____

STATE OF _____)
COUNTY OF_____)

On _____ ___, 2020, before me, _____, a Notary Public in and for said State, personally appeared _____, the _____ of _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same freely and voluntarily in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

DATED this ___ day of _____, 2020.

_____
Print Name: _____
NOTARY PUBLIC in and for _____ State,
residing at: _____
_____
My commission expires: _____.

EXHIBIT A

INDENTURE SUPPLEMENT

[attached]

INDENTURE OF TRUST
By and Between
HAYS COUNTY, TEXAS

and

BOKF, NA dba
BANK OF TEXAS,
as Trustee

DATED AS OF JULY 15, 2015

SECURING

$19,200,000
HAYS COUNTY, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015
(LA CIMA PUBLIC IMPROVEMENT DISTRICT
MAJOR PUBLIC IMPROVEMENT PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of July 15, 2015, is by and between HAYS COUNTY, TEXAS (the "County"), and BOKF, NA dba BANK OF TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted by the Petitioner (defined herein) and filed with the County Clerk of Hays County, Texas (the "County Clerk") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas (the "City") to be known as the La Cima Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Hays Central Appraisal District, and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on September 2, 2014, and continued on September 23, 2014, after due notice, the Commissioners Court of the County (the "Commissioners Court") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Sec. 372.009 of the PID Act and on September 23, 2014, the Commissioners Court made the findings required by Sec. 372.009(b) of the PID Act and, by resolution adopted by a majority of the members of the Commissioners Court, authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on September 28, 2014, the County published notice of its authorization of the District in the *San Marcos Daily Record*, a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the County Clerk within 20 days after September 28, 2014; and

WHEREAS, the District is within the extraterritorial jurisdiction of the City, and no objection was made by the City to the establishment of the District within 30 days of the County's action to approve the District; and

WHEREAS, on June 9, 2015, the Commissioners Court by resolution approved a preliminary service and assessment plan, including findings and determinations relating to the Costs of certain Authorized Improvements and directed County staff to (i) prepare a proposed assessment roll as required by Section 372.016(a) of the PID Act, (ii) file said proposed assessment roll with the Hays County Tax Assessor-Collector and to make it available for public

inspection as required by Section 372.016(b), (iii) publish such notice as required by Section 372.016(b) of the PID Act, and (iv) prepare a service and assessment plan in accordance with Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the Commissioners Court, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in a newspaper of general circulation in the County and in the extraterritorial jurisdiction of the City to consider the proposed "Assessment Roll" and the "Service and Assessment Plan" and the levy of the "Special Assessments" on property in the District; and

WHEREAS, the Commissioners Court, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of Special Assessments on property in the District to the last known address of the owners of the property liable for the Special Assessments; and

WHEREAS, the Commissioners Court convened the public hearing on July 14, 2015, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Assessment Roll and the Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Special Assessments, and the penalties and interest on the annual installments and on the delinquent annual installments of the Special Assessment, and then the Commissioners Court recessed such public hearing until July 21, 2015; and

WHEREAS, on July 21, 2015, the Commissioners Court convened the public hearing first opened on July 14, 2015, as referenced above, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Assessment Roll and the Special Assessments, and to offer testimony pertinent to any issue presented on the amount of the Special Assessment, the allocation of Costs, the purposes of the Special Assessment, the special benefits of the Special Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Special Assessment; and

WHEREAS, at the July 21, 2015 public hearing referenced above, there were no written objections or evidence submitted to the County Clerk or the Hays County Tax Assessor-Collector in opposition to the Service and Assessment Plan, the allocation of Cost, the Assessment Roll, and the levy of the Special Assessments; and

WHEREAS, the Commissioners Court closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the Hays County Tax Assessor-Collector or the County; and

WHEREAS, on July 21, 2015, the County approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Order and therein levied the Special Assessments; and

WHEREAS, the Commissioners Court hereby finds and determines that the Assessment Roll and the Service and Assessment Plan should be approved and that the Special Assessments should be levied as provided in the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, the Commissioners Court is authorized by the PID Act to issue its revenue bonds payable from the Special Assessments for the purpose of (i) paying a portion of the Costs of the Major Public Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Public Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying costs of issuance; and

WHEREAS, the Commissioners Court now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled "Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project)" (the "Bonds"), such Bonds being payable solely from the Special Assessment Revenue and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the County, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the County to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the County or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Special Assessments have been prepaid, the lien on real property associated with such Special Assessment prepayment shall be released from the Trust Estate and shall no longer constitute a part of the Trust Estate;

PROVIDED, FURTHER, HOWEVER, if the County or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the County has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I.

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Acquisition and Reimbursement Agreement" means (whether one or more) an agreement that provides for construction and dedication of a Public Improvement to the County or City prior to the Landowner being paid out of the applicable Neighborhood Improvement PID Bond proceeds, whereby all or a portion of the Costs will be paid to Landowner initially from Special Assessment Revenues (and ultimately from Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds) to reimburse the Landowner for Costs paid by the Landowner that are eligible to be paid with bond proceeds. It is intended that Acquisition and Reimbursement Agreements will be used in connection with Neighborhood Improvement Areas.

"Additional Interest" means the additional one-half of one percent (0.50%) interest charged on the Special Assessments in excess of the interest rate of the Bonds authorized to be charged pursuant to the PID Act.

"Additional Neighborhood Improvement PID Bonds" means, with respect to each individual Neighborhood Improvement Area, additional Neighborhood Improvement Bonds that may be issued periodically in the future subsequent to the issuance of Neighborhood Improvement PID Bonds as individual Neighborhood Improvement Areas of the Project are

developed and require financing of internal infrastructure improvements that benefit each associated Neighborhood Improvement Area. Special Assessments will be levied only on property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

"Administrative Expenses" means the following actual or budgeted costs, as applicable, relating to the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District (whether incurred by the County or by a third party administrator), including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, including a third party administrator, (ii) creating and organizing the District and preparing the Assessment Roll, (iii) computing, levying, collecting and transmitting the Special Assessments, including Delinquent Collection Costs, (iv) maintaining the record of Special Assessments, payments, rebates, and reallocations and/or cancellations of the Special Assessments, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing the Special Assessments, (vii) complying with the PID Act with respect to the Bonds including any continuing disclosure requirements, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Public Improvements, in accordance with the terms of this Agreement. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce annual Administrative Expenses in subsequent years to avoid the over-collection of annual Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee or designee of the County who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the County related to the duties and responsibilities of the administration of the District.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Special Assessments as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix A and related to the Bonds and the Major Public Improvements; which annual payment also includes (i) Administrative Expenses and (ii) the Additional Interest collected on each annual payment of the Special Assessments, as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the County and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each respective parcel of land located within the District, described by metes and bounds, by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the County, against which an Special Assessment is levied by the Assessment Order in accordance with the Service and Assessment Plan.

"Assessment Order" means the order adopted by the Commissioners Court on July 21, 2015, that levied the Special Assessments on the Assessed Parcels.

"Assessment Roll" means the Assessment Roll attached as Appendix A to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Special Assessment against each Assessed Parcel related to the Bonds and the Major Public Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means $25,000 and any integral multiple of $5,000 in excess thereof.

"Authorized Improvements" means those public improvements described in Section 372.003 of the PID Act.

"Bond" means any of the Bonds.

"Bond Counsel" means Andrews Kurth LLP or any other attorney or firm of attorneys designated by the County that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Order" means the order adopted by the Commissioners Court on July 21, 2015 authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the account established in Section 6.1 and administered pursuant to Section 6.3 herein.

"Bond Year" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"Bonds" means the County's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project)".

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the County or the Trustee.

"Capitalized Interest Account" means the account established in Section 6.1 and administered pursuant to Section 6.4 herein.

"Certification for Payment" means a certificate executed by the County Construction Representative, specifying the amount of work performed and the cost thereof substantially in the form attached to the PID Financing Agreement as Exhibit E, presented to the Trustee by the County Auditor to request funding for Costs from money on deposit in the Project Fund.

"City" means the City of San Marcos, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs" means the costs of the Public Improvements, including the Major Public Improvements.

"Costs of Issuance Account" means the account established in Section 6.1 and administered pursuant to Section 6.5 herein.

"County" means Hays County, Texas.

"County Certificate" means a certificate signed by the County Representative and delivered to the Trustee.

"County Order" means written instructions by the County, executed by a County Representative.

"County Construction Representative means the Director of Development and Community Services or such other person selected by the County to oversee the construction of the Major Public Improvements.

"County Representative" means any official or agent of the County authorized by the Commissioners Court to undertake the action referenced herein.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquency Reserve Account" means the account established in Section 6.1 and administered pursuant to Section 6.7 herein.

"Delinquency Reserve Requirement" means an amount equal to 5% of the principal amount of the Outstanding Bonds, which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund, but in no event shall the deposit of such Special Assessment Revenues be more than 0.30% higher than the interest rate on the Bonds.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Special Assessment, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Delinquent Penalties and Interest" means any delinquent interest and penalty interest on delinquent Special Assessments.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Austin, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the County and such successor.

"Developer" means La Cima San Marcos, LLC, a Texas limited liability company, an affiliate of the Landowner, and its assignees or affiliates.

"Development Agreement" means the "Amended and Restated Development Agreement" between the County, the City and the Landowner dated September 16, 2014 which provides for the development of property within the District, the creation of the District, the construction and financing of the Public Improvements and other matters related thereto.

"District Administration Account" means the account established in Section 6.1 and administered pursuant to Section 6.9 herein.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the County from the enforcement of the Special Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Future Major Public Improvement PID Bonds" means bonds authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2 in order to finance Future Major Public Improvements.

"Future Major Public Improvements" mean the Public Improvements which will confer a special benefit the entire District and are set forth in Table III-B of the Service and Assessment Plan.

"Future PID Bond Test" means the additional investment and underwriting criteria which must be met prior to the issuance of PID Bonds (other than the Major Public Improvement PID Bonds) which are more particularly described in Section 13.2 herein.

"Future PID Bonds" means Future Major Public Improvement PID Bonds, Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds.

"Future Special Assessments" has the meaning assigned to such term in Section 13.2 of this Indenture.

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the County who, or each of whom: (i) is judged by the County, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the County; (iii) does not have any substantial interest, direct or indirect, with or in the County, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the County as an officer or employee of the County, but who may be regularly retained to make reports to the County.

"Initial Bond" means the Initial Bond as set forth in Exhibit A to this Indenture.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing September 15, 2015.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further, investments are, at the time made, included in and authorized by the County's official investment policy as approved by the Commissioners Court from time to time.

"Landowner(s)" means, initially, Lazy Oaks Ranch, LP or its successors and assignees or if landowner's interest in property located in the District is transferred, in whole or in part, in any manner, the subsequent landowner(s) or the successors(s) or assign(s) of such subsequent landowner.

"Landowner Improvement Account" means the account established in Section 6.1 and administered pursuant to Section 6.5 herein.

"Landowner Property Tax Account" means the account established in Section 6.1 and administered pursuant to Section 6.9 herein.

"Major Public Improvement Account" means the account established in Section 6.1 and administered pursuant to Section 6.5 herein.

"Major Public Improvements" mean the Public Improvements which will confer a special benefit on the entire District and are set forth in Table III-A of the Service and Assessment Plan.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Neighborhood Improvement Area(s)" means one or more residential Assessed Parcels that will be developed in the same general time period as general depicted in Appendix G to the Service and Assessment Plan. The Parcels within a Neighborhood Improvement Area will be assessed in connection with the issuance of Neighborhood Improvement PID Bonds or Additional Neighborhood Improvement Bonds for the Neighborhood Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Parcels within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed

"Neighborhood Improvement PID Bonds" means PID Bonds that may be issued periodically in the future as individual Neighborhood Improvement Areas of the Project are developed and require financing of internal infrastructure improvements that benefit each associated Neighborhood Improvement Area. Special Assessments will be levied only on property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

"Outstanding" means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or redemption price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Parcel(s)" means a property identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Hays County, or by any other means determined by the County.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Petitioner" means the Landowner.

"PID Act" means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Bonds" means the Bonds and any Future PID Bonds.

"PID Financing Agreement" means the "La Cima Public Improvement District Financing Agreement" between the County and the Landowner relating to the Bonds, dated as of July 21, 2015, which provides for the appointment, levying and collection of Special Assessments, the construction of the Public Improvements, including the Major Public Improvements, the maintenance of the Public Improvements, the issuance of bonds and other matters related thereto.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund (except for Landowner Improvement Account therein), the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Special Assessment Revenue less the Administrative Expenses, less Foreclosure Proceeds and Prepayments, (ii) the moneys held in any of the Pledged Funds, and (iii) any additional revenues that the County may pledge to the payment of the Bonds.

"Prepayment" means the payment of all or a portion of an Special Assessment, with interest that has accrued to the date of prepayment, before the due date thereof.

"Prepayment Reserve Account" means the account established in Section 6.1 and administered pursuant to Section 6.7 herein.

"Prepayment Reserve Requirement" means an amount equal to 1.5% of the principal amount of the Outstanding Bonds which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund, but in no event will such deposit of Special Assessment Revenues be more than 0.20% higher than the actual interest rate on the Bonds.

"Principal and Interest Account" means the account established in Section 6.1 and administered pursuant to Section 6.4 herein.

"Project" means the approximately 2,044 acres of land located in Hays County, Texas, as further described in the Service and Assessment Plan.

"Project Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Public Improvements" mean the Authorized Improvements designed, constructed, and installed in accordance with the PID Financing Agreement, and any future amendments thereto. Certain of the Public Improvements will confer benefit on the entire District and certain Public Improvements will confer benefits only in certain Neighborhood Improvement Areas.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in section 1.148-1(b) of the Regulations. "Rebate Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the last calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Register" means the register specified in Article III of this Indenture.

"Reserve Fund" means that fund established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Reserve Fund Requirement" means an amount equal to the least of: (i) Maximum Annual Debt Service on the Bonds as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, or (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to Section 6.7(d) herein; and provided further that as a result of (A) a mandatory sinking fund redemption pursuant to Section 4.2 herein, (B) an optional redemption pursuant to Section 4.3 herein or (C) an extraordinary optional redemption pursuant to Section 4.4 herein, the Reserve Fund Requirement shall be reduced by a percentage equal to the pro rata principal amount of the Bonds redeemed by such mandatory sinking fund redemption, optional redemption or extraordinary optional redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Fund Requirement is $1,647,800.00 which is an amount equal to Maximum Annual Debt Service.

"Service and Assessment Plan" means the document, including the Assessment Roll, as amended, which is attached as Exhibit A to the Assessment Order, (as such plan is amended and updated from time to time).

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Special Assessment Revenue" means money collected by or on behalf of the County from any one or more of the following: (i) an Special Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs and Delinquent Penalties and Interest, and (iv) Foreclosure Proceeds.

"Special Assessments" means the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Stated Maturity" means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

"Supplemental Indenture" means an indenture which has been duly executed by the County Representative pursuant to an order adopted by the Commissioners Court and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the County on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means BOKF, NA dba Bank of Texas, Austin, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

"Value to Lien Ratio" means, with respect to the Future PID Bonds, the appraised value or other third party valuation acceptable to the County of a specific Assessed Parcel or Assessed Parcels divided by the associated Special Assessment for such Assessed Parcel or Assessed Parcels.

Section 1.2 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3 Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II.

THE BONDS

Section 2.1 Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the County under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the County under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2 Special Limited Obligations.

The Bonds are special limited obligations of the County, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the County.

Section 2.3 Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the County to the Trustee have been duly authorized by official action of the Commissioners Court of the County. The County has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4 Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the County and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the County with the Owners, and shall be deemed to be and shall constitute a contract among the County, the Owners, and the Trustee.

ARTICLE III.

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1 Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $19,200,000 for the purpose of (i) paying a portion of the Costs of the Major Public Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Public Improvements, (iii) funding a reserve account for payment of principal and interest on Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying costs of issuance.

Section 3.2 Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated the date of initial delivery thereof (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing September 15, 2015 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Amount	Interest Rate
2018	$ 240,000	5.000%
2019	255,000	5.000%
2020	265,000	5.000%
2021	280,000	5.000%
***	***	***
2027	2,120,000	6.250%
***	***	***
2045	16,040,000	7.000%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3 Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the County and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the County, but only upon delivery to the Trustee of:

(a) a copy of the executed Assessment Order;

(b) a copy of the executed Bond Order;

(c) a copy of the executed Development Agreement;

(d) a copy of the executed PID Financing Agreement;

(e) a copy of the Agreement Regarding Conveyance of Right of Redemption and Waiver of Agriculture Exemption;

(f) a copy of this Indenture executed by the Trustee and the County; and

(g) a County Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the County.

Section 3.4 Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the County where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the County to be used for any lawful purpose. Thereafter, none of the County, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the County by the County Judge of the County and countersigned by the County Clerk of the County, and registered by the County Treasurer of the County, by their manual or facsimile signatures, and the official seal of the Commissioners' Court of the County shall be impressed or placed in facsimile thereon Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners' Court had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the County, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the County Judge of the County and countersigned by the County Clerk of the County and registered by the County Treasurer of the County, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond,

the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6 Ownership.

(a) The County, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the County, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7 Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the County shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the County, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the County may execute and, upon the County's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11 Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the County to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the County determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the County to DTC, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to

their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13 Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the County to DTC.

ARTICLE IV.

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1 Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2 Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their maturity and will be redeemed by the County in part at 100% of the principal amount thereof to be redeemed plus accrued interest to the date of redemption, from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective sinking fund installments as set forth in the following schedule:

Term Bonds Maturing September 15, 2027

Redemption Date	Principal Amount
September 15, 2022	$270,000
September 15, 2023	320,000
September 15, 2024	345,000
September 15, 2025	370,000
September 15, 2026	395,000
September 15, 2027 (maturity)	420,000

Term Bonds Maturing September 15, 2045

Redemption Date	Principal Amount
September 15, 2028	$ 450,000
September 15, 2029	485,000
September 15, 2030	520,000
September 15, 2031	560,000
September 15, 2032	600,000

September 15, 2033	645,000
September 15, 2034	695,000
September 15, 2035	745,000
September 15, 2036	800,000
September 15, 2037	860,000
September 15, 2038	925,000
September 15, 2039	995,000
September 15, 2040	1,070,000
September 15, 2041	1,150,000
September 15, 2042	1,240,000
September 15, 2043	1,330,000
September 15, 2044	1,430,000
September 15, 2045 (maturity)	1,540,000

(b) At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select a principal amount of Bonds of such maturity equal to the sinking fund installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a stated maturity required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the County, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among sinking fund installments by the principal amount of any Bonds which, at least 45 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3 Optional Redemption.

The County reserves the right and option to redeem Bonds maturing on and after September 15, 2027, before their scheduled maturity dates, in whole or in part, on September 15, 2025 or on any date thereafter, such redemption date or dates to be fixed by the County, at the redemption price of par, plus accrued interest to the date of redemption.

Section 4.4 Extraordinary Optional Redemption.

The County reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the

date of redemption from amounts on deposit in the Redemption Fund as a result of (i) Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(d) hereof), (ii) unexpended amounts transferred from the Project Fund as provided in Section 6.5(d) hereof, (iii) Foreclosure Proceeds as provided in Section 6.3(e) hereof, (iv) excess Additional Interest transferred as provided in Sections 6.7(f) and (g) hereof, (v) sufficient funds are held in the Reserve Fund together with amounts held in the Bond Fund and the Redemption Fund to pay the principal amount of all Outstanding Bonds as provided in Section 6.7(m) hereof.

Section 4.5 Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in minimum principal amounts of $25,000 or any integral of $5,000 in excess thereof by any method selected by the Trustee that results in a random selection. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the smallest Authorized Denomination for such Bond.

(b) A portion of a single Bond of a denomination greater than an Authorized Denomination may be redeemed, but only in a principal amount equal to $25,000 or any integral of $5,000 in excess thereof. The Trustee shall treat each $5,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6 Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The County has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the

Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the County may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the County shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7 Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the County and shall use such funds solely for the purpose of paying the redemption price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the redemption price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8 Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal amount plus accrued unpaid interest on such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V.

FORM OF THE BONDS

Section 5.1 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities

Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the County, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the County nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3 Legal Opinion.

The legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the County Clerk of the County, which may be executed in facsimile.

Section 5.4 Statement of Insurance.

A statement relating to municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VI.

FUNDS AND ACCOUNTS

Section 6.1 Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account;

(B) Prepayment Reserve Account; and

(C) Delinquency Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Major Public Improvement Account;

(B) Landowner Improvement Account; and

(C) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(v) The following Accounts are hereby created and established under the Administrative Fund:

(A) District Administration Account; and

(B) Landowner Property Tax Account.

(c) Each Fund and Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the County. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2 Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $1,452,555.56;

(ii) to the Reserve Account of the Reserve Fund: $1,647,800.00, which amount is equal to the initial Reserve Fund Requirement;

(iii) to the Costs of Issuance Account of the Project Fund: $1,002,250.00;

(iv) to the Major Public Improvement Account of the Project Fund: $14,639,715.54; and

(v) to the District Administration Account of the Administration Fund: $39,000.00.

(b) Funds received from the Landowner or other sources on the Closing Date pursuant to the terms of the PID Financing Agreement in the amount of $2,959,934.46 shall be deposited to the Landowner Improvement Account of the Project Fund.

(c) Funds received from the Landowner on the Closing Date in the amount of the lesser of either (1) $10,000.00 or (2) two times the amount of the property tax on the property in the District that is classified as agricultural in the current tax year shall be deposited to the Landowner Property Tax Account of the Administrative Fund.

Section 6.3 Pledged Revenue Fund.

(a) From time to time and no later than March 1 of each year while the Bonds are Outstanding and commencing the first year Special Assessments are collected, the County shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. Funds in the Pledged Revenue Fund shall be transferred in the following priority:

(i) *First*, to the Bond Pledge Revenue Account of the Pledged Revenue Fund an amount sufficient to pay debt service on the Bonds for the current Bond Year;

(ii) *Second*, to the Reserve Account of the Reserve Fund in an amount necessary to cause the amount in the Reserve Account to equal the Reserve Fund Requirement.

(iii) *Third*, an amount up to 40% of the Additional Interest (.20%) component of the Annual Installments to the Prepayment Reserve Account until the Prepayment Reserve Account equals the Prepayment Reserve Requirement.

(iv) *Fourth*, an amount up to 60% of the Additional Interest (.30%) of the component of the Annual Installments (provided, however, if the amount on deposit in the Prepayment Reserve Account equals the Prepayment Reserve Requirement, an amount up to 100% of the Additional Interest (.50%) component of the Annual Installments) to the Delinquency Reserve Account until the Delinquency Reserve Account equals the Delinquency Reserve Requirement.

(v) *Fifth*, as directed by County Order to the District Administration Account of the Administrative Fund to pay Administrative Expenses, to the extent that the portion of the Annual Installments collected for Administrative Expenses is insufficient for the payment of Administrative Expenses for the current Bond Year.

(vi) *Sixth*, all amounts representing Delinquent Penalties and Interest to the Reserve Account and the Delinquency Reserve Account of the Reserve Fund to restore any transfers from the Delinquency Reserve Account made with respect to the Assessed Parcel or Assessed Parcels to which the Delinquent Penalties and Interest relate.

(vii) *Seventh*, as directed by County Order, to pay for the costs of other Authorized Improvements.

Along with each transfer to the Trustee, the County shall provide a County Certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid. Money on deposit in the Landowner Improvement Account shall not be a part of the Trust Estate and are not security for the Bonds.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(d) Notwithstanding Section 6.3(a) herein, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) herein, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds, first, to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate (first, to replenish the Reserve Fund Requirement, and, second, to replenish the Delinquency Reserve Requirement), and, second, to the Redemption Fund.

(f) As directed in a County Certificate filed with the Trustee any amounts remaining in the Pledged Revenue Fund after the satisfaction of the foregoing payments or deposit, may be used for the payment of debt service on the Bonds, the payment of Administrative Expenses, or the redemption of Bonds.

Section 6.4 Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order of priority specified in Section 6.7(h) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	Amount
September 15, 2015	$145,255.56
March 15, 2016	653,650.00
September 15, 2016	653,650.00

Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Major Public Improvement Account of the Project Fund, or if the Project Fund has been closed as provided in Section 6.5(g) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5 Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Any funds received at Closing pursuant to the PID Financing Agreement and deposited in to the Landowner Improvement Account shall be disbursed by the Trustee to pay for the Costs of Major Public Improvements, if the money on deposit in the Major Public Improvement Account is insufficient to pay such Costs. Whenever a transfer is made from the Landowner Improvement Account to pay Costs of the Major Public Improvements, the Trustee shall provide written notice thereof to the County, specifying the amount withdrawn.

(c) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more County Certificates. Disbursements from all other Accounts of the Project Fund to pay Costs shall be made by the Trustee within five (5) Business Days of the Trustee's receipt of a properly executed and completed Certification for Payment. The disbursement of funds from the Project Fund pursuant to a Certification for Payment shall be pursuant to and accordance with the disbursement procedures described in the PID Financing Agreement. Such provisions and procedures related to such disbursement contained in the PID Financing Agreement, and no other provisions of the PID Financing Agreement, are herein incorporated by reference and deemed set forth herein in full.

(d) If the County Representative determines in his or her sole discretion that amounts then on deposit in the Major Public Improvement Account of the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of the Major Public Improvements such that, in the opinion of the County Representative, it is unlikely that the amounts in the Major Public Improvement Account of the Project Fund will ever be expended for the purposes of the Project Fund, the County Representative shall file a County Certificate with the Trustee which identifies the amounts then on deposit in the Major Public Improvement Account of the Project Fund that are not expected to be used for purposes of the Project Fund. If such County Certificate is so filed, the amounts on deposit in Major Public Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(e) In making any determination pursuant to this Section, the County Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a County Certificate stating that all Major Public Improvements have been completed and that all Costs of the Major Public Improvements allocable to the Assessed Parcels have been paid, or that any such Costs are not required to be paid from the Major Public Improvement Account or the Landowner Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall (i) transfer the amount, if any, remaining within the Major Public Improvement Account of the Project Fund to the Bond Fund, (ii) transfer any amount remaining in the Landowner Improvement Account of the Project Fund to the Landowner, and (iii) close the Project Fund.

Upon a determination by the County Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account in the Project Fund and used to pay Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the County in a County Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6 Redemption Fund.

The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7 Reserve Fund.

(a) The County agrees with the Owners of the Bonds to accumulate, and when accumulated maintain in the Reserve Account of the Reserve Fund an amount equal to not less than the Reserve Fund Requirement. As provided in Section 6.2(a)(ii) hereof, the County shall deposit, from the proceeds from the sale of the Bonds, the initial Reserve Fund Requirement. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee shall transfer from the Pledged Revenue Fund to the Prepayment Reserve Account on March 1 of each year, commencing March 1, 2016, an amount up to 40% of the Additional Interest component of the Annual Installments (0.20%) until the Prepayment Reserve Requirement has been accumulated in the Prepayment Reserve Account. The Trustee shall also transfer from the Pledged Revenue Fund to the Delinquency Reserve Account on March 1 of each year, commencing March 1, 2016, an amount up to 60% of the Additional Interest component of the Annual Installments (0.30%) until the Delinquency Reserve Requirement has been accumulated in the Delinquency Reserve Account.

(c) Whenever a transfer is made from any account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the County, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after

applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds. The County anticipates that, from time to time, an owner of an Assessed Parcel will elect to prepay a Special Assessment and that the Prepayment and amounts transferred by the Trustee as described in this subsection 6.7(d) will not be sufficient to pay the accrued interest to the date of redemption, and therefore, expects the Trustee, from time to time, to transfer an amount equal to the shortfall from the Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a County Representative, the amount in the Reserve Account exceeds the Reserve Fund Requirement, the Trustee shall provide written notice to the County Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the County Representative, the Trustee receives a County Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Administrative Expenses for the Bonds, or (iii) to the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(f) Whenever, on any Interest Payment Date, or on any other date at the written request of the County Representative, the amount in the Prepayment Reserve Account exceeds the Prepayment Reserve Requirement, the Trustee shall transfer the amount of such excess Additional Interest component of the Annual Installment to the Delinquency Reserve Account until the Delinquency Reserve Requirement is satisfied. If after making the transfers required by the preceding sentence, on any Interest Payment Date, or on any other date at the written request of the County Representative, the amount in the Prepayment Reserve Account exceeds the Prepayment Reserve Requirement and the amount in the Delinquency Reserve Account exceeds the Delinquency Reserve Requirement, the Trustee shall provide written notice to the County Representative of the amount of the excess. As directed by County Order, the Trustee shall transfer the amounts of such excess in the Prepayment Reserve Account to (i) the Administrative Fund for the payment of any Administrative Expenses in excess of the amount collected for Administrative Expenses in the Annual Installment, and then (ii) to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 herein.

(g) Whenever, on any Interest Payment Date, or on any other date at the written request of the County Representative, the amount in the Delinquency Reserve Account exceeds the Delinquency Reserve Requirement, the Trustee shall provide written notice to the County Representative of the amount of the excess. As directed by County Order, the Trustee shall transfer the amounts of such excess in the Delinquency Reserve Account to (i) the Administrative Fund for the payment of any Administrative Expenses in excess of the amount collected for Administrative Expenses in the Annual Installment, and then (ii) to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 herein.

(h) Whenever, on any Interest Payment Date, or on any other date at the request of the County Representative, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of the Reserve Fund, second from the Reserve Account of the Reserve Fund and third from the Prepayment Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency. The Trustee shall determine the value of cash and investments on deposit in the Reserve Account and the Delinquency Reserve Account as of each Interest Payment Date. The County anticipates that, from time to time, an owner of an Assessed Parcel will be delinquent in his payment, in whole or in part, of an Annual Installment, and therefore, expects the Trustee to make transfers from the Delinquency Reserve Account or the Prepayment Reserve Account to the Bond Fund.

(i) At the final maturity of the Bonds, the amount on deposit in the Reserve Account, the Prepayment Reserve Account and the Delinquency Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(j) If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(k) If, after a withdrawal, the amount on deposit in the Delinquency Reserve Account of the Reserve Fund is less than the Delinquency Reserve Requirement, the Trustee shall transfer Additional Interest pursuant to Section 6.3 (iv), from the Pledged Revenue Fund to the Delinquency Reserve Account of the Reserve Fund, the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments or the funding of a deficit in the Reserve Account of the Reserve Fund pursuant to Section 6.7(h) above.

(l) If, after a withdrawal, the amount on deposit in the Prepayment Reserve Account of the Reserve Fund is less than the Prepayment Reserve Requirement, the Trustee shall transfer Additional Interest pursuant to Section 6.3 (iii) from the Pledged Revenue Fund to the Prepayment Reserve Account of the Reserve Fund, in the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments or the funding of a deficit in the Reserve Account of the Reserve Fund pursuant to Section 6.7(h) above.

(m) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the money shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.8 Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the County to be designated "Hays County, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with

the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) hereof and shall not be liable or responsible if it follows the instructions of the County and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the County.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the County may direct the Trustee, pursuant to a County Order, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9 Administrative Fund.

(a) The County shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year as a component of the Annual Installments to pay Administrative Expenses (as provided in the Service and Assessment Plan) and Delinquent Collection Costs. As provided in Section 6.2(a)(vi) hereof, the County shall deposit in the District Administration Account of the Administrative Fund, from the proceeds from the sale of the Bonds, the first year's Administrative Expenses. Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds (which Administrative Fund is not a Pledged Fund) created and administered hereunder and used as directed by a County Order solely for the purposes set forth in the Service and Assessment Plan.

(b) The Landowner shall make the deposit to the Landowner Property Tax Account of the Administrative Fund as provided in Section 6.2(c). Money in the Landowner Property Tax Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds (which Administrative Fund is not a Pledged Fund) created and administered hereunder and shall be released to the Landowner as directed by County Order; provided, however, that the Trustee shall transfer to the Landowner any amounts remaining in the Landowner Property Tax Account of the Administrative Fund after the last outstanding Bond is discharged regardless of whether a County Order directing such action is received.

Section 6.10 Investment of Funds.

(a) Money in any Fund established pursuant to this Indenture shall be invested by the Trustee as directed by the County pursuant to a County Order filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government

Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the County to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments and shall be fully protected in relying upon a County Order.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the County monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11 Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII.

COVENANTS

Section 7.1 Confirmation of Special Assessments.

The County hereby confirms, covenants, and agrees that, in the Assessment Order, it has levied the Special Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2 Collection and Enforcement of Special Assessments.

(a) For so long as any Bonds are Outstanding, the County covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Special Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Special Assessments.

(b) The County will determine or cause to be determined, no later than March 1 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the County will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the County shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Special Assessment or the corresponding Assessed Parcel.

Section 7.3 Against Encumbrances.

(a) The County shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as the Bonds are Outstanding hereunder, the County shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4 Records, Accounts, Accounting Reports.

The County hereby covenants and agrees that so long as any of the Bonds or Outstanding Bonds, or any interest thereon remains outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Special Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data

relating thereto, upon written request to the County by the Trustee or duly authorized representative, as applicable. The County shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the County's regular business hours and on a mutually agreeable date not later than thirty days after the County receives such request.

Section 7.5 Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Rebate Amount*" has the meaning set forth in Section 1.148 1(b) of the Regulations.

"*Regulations*" means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The County shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any

Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the County shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the County or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The County covenants and agrees that the levied Special Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Special Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the County shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The County shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the County may commingle Gross Proceeds of the Bonds with other money of the County, provided that the County separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the County shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The County shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the County shall, pursuant to a County Order, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such County Order and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and

rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The County shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the County shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The County hereby directs and authorizes the County Judge, County Auditor, General Counsel to the Commissioners Court, or County Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Exemption Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII.

LIABILITY OF COUNTY

Neither the full faith and credit nor the general taxing power of the County is pledged to the payment of the Bonds, and no County taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The County shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

The County shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The County shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The County shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the County may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions

furnished to the County and conforming to the requirements of this Indenture. The County shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Order, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the County to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the County there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the County or any of its officers, officials, agents, or employees for damages suffered as a result of the County's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the County, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Pledged Revenues or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the County or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The County may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The County may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the County shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the County, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or County Auditor or other person designated by the Commissioners Court to so act on behalf of the County, and such certificate shall be full warrant to the County for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the County may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the County may employ such persons or entities as it deems necessary or advisable. The County shall not be liable for any of

the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX.

THE TRUSTEE

Section 9.1 Trustee as Registrar and Paying Agent.

The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions, and subject to the provisions of this Indenture to all of which the parties hereto and the Owners of the Bonds agree. Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds.

Section 9.2 Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to deliver any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3 Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the County and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the County or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of

such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein, The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing, or use of the Authorized Improvements.

Section 9.4 Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5 Trustee Protected in Relying on Certain Documents.

(a) The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a County Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such County Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the County to the Trustee shall be sufficiently executed if executed in the name of the County by the County Representative.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6 Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the County shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.7 Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the County or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8 Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the County and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9 Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the County, or (ii) so long as the County is not in default under this Indenture,

the County. Copies of each such instrument shall be delivered by the County to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the County or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 9.10 Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the County.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds, the County shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the County providing for any such appointment shall be delivered by the County to the Trustee so appointed. The County shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the County immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the County shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11 Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the County an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the County or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the County be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the County.

Section 9.12 Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13 Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the County, or on behalf of the County, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. The Trustee is not responsible for the initial filing of any financing statements.

Section 9.14 Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its

transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the County, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15 Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

ARTICLE X.

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1 Amendments Permitted.

(a) This Indenture and the rights and obligations of the County and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the County to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the County of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the County and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the County in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the County;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the County and the Trustee may

deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds; and

(iv) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 10.2 Owner's Meetings.

The County may at any time call a meeting of the Owners of the Bonds. In such event the County is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3 Procedure for Amendment with Written Consent of Owners.

(a) The County and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the County shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the County and the Owners of all Bonds at the expiration of ninety (90) days after such filing, except in the event of a final decree of a court of

competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4 Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the County and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5 Endorsement or Replacement of Bonds Issued After Amendments.

The County may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the County, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. The County may determine that new Bonds, so modified as in the opinion of the County is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6 Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7 Waiver of Default.

With the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the County with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8 Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the County stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

ARTICLE XI.

DEFAULT AND REMEDIES

Section 11.1 Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the County to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the County to enforce the collection of the Special Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter; and

(iv) Default in the performance or observance of any other covenant, agreement or obligation of the County under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the County by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the Bonds at the time Outstanding requesting that the failure be remedied.

Section 11.2 Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Owners of at least 25% of the Bonds then Outstanding, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the County may be sought or shall be permitted.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the County shall determine, in its absolute discretion, and shall instruct the Trustee by County Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the County shall fail to deliver to the Trustee such County Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall

not be liable to any Owner, or other Person, or the County by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the County, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the County shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3 Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the County to pay each Bond issued

hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the County, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4 Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the County, to the payment of interest and principal or redemption price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or redemption price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the County to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5 Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6 Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bond in respect of anything done or suffered to be done by the County or the Trustee in accordance therewith.

Section 11.7 No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8 Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9 Exclusion of Bonds.

Bonds owned or held by or for the account of the County will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the County shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII.

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1 Representation as to Pledged Revenues.

(a) The County represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Pledged Revenues in the manner and to the extent provided in this Indenture, and that the Pledged Revenues are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The County shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The County will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Special Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the County, to the affected property owners on the same statement or such other mechanism that is used by the County, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the County.

Section 12.2 General.

The County shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the County under the provisions of this Indenture.

ARTICLE XIII.

SPECIAL COVENANTS

Section 13.1 Further Assurances; Due Performance.

(a) At any and all times the County will duly execute, acknowledge and deliver, or

will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The County will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2 Other Liens and Other Obligations.

(a) The County will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and, will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds; provided, however, that nothing in this Section shall require the County to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(b) The County reserves the right, subject to the provisions contained in this Section 13.2, to issue obligations under other indentures, assessment orders, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(c) The County reserves the right to issue Future PID Bonds for any purpose permitted by the PID Act upon receipt by the Trustee and Landowner (as applicable) of evidence meeting the criteria outlined below. The criteria outlined herein serves as a baseline for the County to consider when requested by the Landowner to issue Future PID Bonds. In addition to the criteria outlined in the applicable Future PID Bond Test, the County may consider additional requirements prior to authorizing the issuance of any Future PID Bonds, including but not limited to market condition assessment (including market study update), development of the District and current status of Landowner, Developer and related builder positions. The Commissioners Court may require a recommendation from County staff, advisors and consultants.

(d) Future PID Bond Test -- Future Major Public Improvement PID Bonds. Future Major Public Improvement PID Bonds, if undertaken, may be issued by the County to fund and/or to reimburse the Landowner for privately funding Future Major Public Improvements undertaken within the District. The Landowner may request that the County issue Future Major Public Improvement PID Bonds; provided, however, that no Future Major Public Improvement PID Bonds shall be issued unless such Future Major Public Improvement PID Bonds are made to

mature on September 15 in each of the years in which they are scheduled to mature, and the applicable requirements in this Section 13.2(d) are met.

(i) The Trustee shall receive a certificate from the County Representative certifying that the County is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the County contained in any indenture of trust authorizing the issuance of the PID Bonds;

(ii) The Trustee and the County shall receive a certificate from the Landowner, through an authorized representative, certifying that the Landowner is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Landowner contained in the PID Financing Agreement, the Development Agreement or any continuing disclosure agreement entered into by Landowner and/or Developer relating to the PID Bonds, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by Landowner and/or Developer which defaults shall be cured) are disclosed in a certificate from the Landowner to the County and the Commissioners Court elects to proceed with the issuance the Future Major Public Improvement PID Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the County shall receive a certificate from the Administrator certifying that there is no default by the Landowner, Developer or any owner of more than 5% of the Assessed Parcels within the District for failure to pay Special Assessments or ad valorem taxes on Assessed Parcels owned by the Landowner or such owner prior to the delinquency date thereof;

(iv) The Trustee and the County shall receive a certificate from the Landowner and/or the Developer, as applicable, reviewed and confirmed by the Administrator (at the sole expense of the Landowner or Developer), certifying that within the District, at least 200 homes are either (A) complete or, (B) if such homes are under construction, at least 75% complete; and The Trustee and the County shall receive an appraisal or other third party valuation acceptable to the County (at the sole cost of the Landowner or Developer), demonstrating that Value to Lien Ratios, after taking into account any outstanding PID Bonds and the proposed Future Major Public Improvement PID Bonds are as follows:

(A) The aggregate Value to Lien Ratio of all Assessed Parcels within the District is greater than 4.0:1.0; and

(B) The Value to Lien Ratio of at least 80% of individual Assessed Parcels in the District is 3:1 or greater. No individual Assessed Parcel shall have a Value to Lien Ratio less than 2.5:1.0.

(e) Future PID Bond Test - Neighborhood Improvement PID Bonds. Neighborhood Improvement PID Bonds may be issued to fund and/or to reimburse the Landowner for privately funding (i) the internal Neighborhood Public Improvements within a Neighborhood Improvement Area and/or (ii) Future Major Public Improvements not previously financed by

Future Major Public Improvement PID Bonds that are allocable to a given Neighborhood Improvement Area. The Landowner may request that the County issue Neighborhood Improvement PID Bonds; provided, however, that no Neighborhood Improvement PID Bonds shall be issued unless such Neighborhood Improvement PID Bonds are made to mature on September 15 in each of the years in which they are scheduled to mature, and the applicable requirements in this Section 13.2(e) are met.

(i) The Trustee shall receive a certificate from the County Representative certifying that the County is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the County contained in any indenture of trust authorizing the issuance of PID Bonds;

(ii) The Trustee and the County shall receive a certificate from the Landowner, through an authorized representative, certifying that the Landowner is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Landowner contained in the PID Financing Agreement, the Development Agreement, the Acquisition and Reimbursement Agreement applicable to such Neighborhood Improvement Area or any continuing disclosure agreement entered into by Landowner and/or Developer relating to the PID Bonds, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by Landowner and/or Developer which defaults shall be cured) are disclosed in a certificate from the Landowner to the County and the Commissioners Court elects to proceed with the issuance the Neighborhood Improvement PID Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the County shall receive a certificate from the Administrator certifying that there is no default by the Landowner, the Developer or any owner of more than 5% of the Assessed Parcels in the applicable Neighborhood Improvement Area for failure to pay Special Assessments or ad valorem taxes on Assessed Parcels in such Neighborhood Improvement Area owed by the Landowner, Developer or such owner prior to the delinquency date thereof;

(iv) The Trustee and the County shall receive a certificate from the Administrator certifying that at least 60% of the Assessed Parcels in the applicable Neighborhood Improvement Area to be improved by the Neighborhood Improvement Bonds are under contract with a merchant builder or real estate developer for sale to the end user following the construction of the Neighborhood Public Improvements; and

(i) The Trustee and the County shall receive an appraisal or other third party valuation acceptable to the County (at the sole cost of the Landowner or the Developer) for each Assessed Parcel in the applicable Neighborhood Improvement Area, demonstrating that the Value to Lien Ratios, after taking into account any outstanding PID Bonds and the proposed Neighborhood Improvement PID Bonds are as follows:

(A) The aggregate Value to Lien Ratio of all Assessed Parcels in the applicable Neighborhood Improvement Area is greater than 3.0:1.0; and

(B) The Value to Lien Ratio of at least 80% of the individual Assessed Parcel in the applicable Neighborhood Improvement Area is 3.0:1.0 or greater. No individual Assessed Parcel shall have a Value to Lien Ratio less than 2.5:1.0.

(f) Future PID Bond Test - Additional Neighborhood Improvement PID Bonds. If the initial issuance of a series of Neighborhood Improvement PID Bonds is inadequate to fund and/or reimburse the Landowner for the Costs of the associated Neighborhood Public Improvements, the Landowner may request that the County issue Additional Neighborhood Improvement PID Bonds; provided, however, that no Additional Neighborhood Improvement PID Bonds shall be issued unless such Additional Neighborhood Improvement PID Bonds are made to mature on September 15 in each of the years in which they are scheduled to mature, and the applicable requirements in this Section 13.2(f) are met.

(i) The Trustee shall receive a certificate from the County Representative certifying that the County is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the County contained in any indenture of trust authorizing the issuance of the PID Bonds;

(ii) The Trustee and the County shall receive a certificate from the Landowner, through an authorized representative, certifying that the Landowner is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Landowner contained in the PID Financing Agreement, the Development Agreement, the Acquisition and Reimbursement Agreement applicable to such Neighborhood Improvement Area or any continuing disclosure agreement entered into by Landowner and/or Developer relating to the PID Bonds, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by Landowner and/or Developer which defaults shall be cured) are disclosed in a certificate from the Landowner to the County and the Commissioners Court elects to proceed with the issuance the Additional Neighborhood Improvement PID Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the County shall receive a certificate from the Administrator certifying that there is no default by the Landowner, the Developer or any owner of more than 5% of the Assessed Parcels in the applicable Neighborhood Improvement Area for failure to pay Special Assessments or ad valorem taxes on Assessed Parcels in such Neighborhood Improvement Area owed by the Landowner, Developer or such owner prior to the delinquency date thereof;

(iv) The Trustee and the County shall receive a certificate from the Landowner and/or the Developer, as applicable, reviewed and confirmed by the Administrator (at the sole expense of the Landowner or Developer), certifying that at least 75% of the homes within the applicable Neighborhood Improvement Area are either (A) complete or, (B) if such homes are under construction, at least 50% complete; and

(v) The Trustee and the County shall receive an appraisal or other third party valuation acceptable to the County (at the sole cost of the Landowner or the Developer) for each Assessed Parcel in the applicable Neighborhood Improvement Area, demonstrating that the Value to Lien Ratios, after taking into account any outstanding PID Bonds and the proposed Neighborhood Improvement PID Bonds are as follows:

(A) The aggregate Value to Lien Ratio of all Assessed Parcels in the applicable Neighborhood Improvement Area is 6.0:1.0 or greater; and

(B) The Value to Lien Ratio of at least 80% of the individual Assessed Parcel in the applicable Neighborhood Improvement Area is 5:1 or greater. No individual Assessed Parcel shall have a Value to Lien Ratio less than 2.5:1.0. Furthermore, as certified by the Landowner and/or the Developer, as applicable, reviewed and confirmed by the Administrator, any Assessed Parcels in the applicable Neighborhood Improvement Area with a Value to Lien Ratio of less than 3.0:1.0 shall be subject to a contract for sale with a merchant builder or real estate developer who is not a related party to the Landowner or Developer.

Section 13.3 Books of Record.

(a) The County shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the County, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV.

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1 Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2 Satisfaction of Indenture.

If the County shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other

obligations of the County to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the County copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the County may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the County.

Section 14.3 Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the County verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the County maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV.

MISCELLANEOUS

Section 15.1 Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the County, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the County shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2 Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the County or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the County or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3 Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the County or the Trustee in good faith and in accordance therewith.

Section 15.4 Waiver of Personal Liability.

No member, officer, agent, or employee of the County shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5 Notices to and Demands on County and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any County Certificate or County Order, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the County:

Hays County Government Center
712 S. Stagecoach Trail
San Marcos, Texas 78666
Attn: County Auditor
Email: bherzog@co.hays.tx.us
Fax: (512) 393-2248

With copy to:

Office of General Counsel
Hays County Courthouse
111 E. San Antonio, Suite 202
San Marcos, Texas 78666
Attn: General Counsel
Email: mark.kennedy@co.hays.tx.us
Fax: (512) 393-2246

If to the Trustee
or the Paying Agent/Registrar:

BOKF, NA dba BANK OF TEXAS
Corporate Trust Services
100 Congress Avenue, Suite 250
Austin, Texas 78701
Attn: Jose Gaytan, Vice President
Email: JGaytan@bankoftexas.com
Fax: (512) 813-2020

Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five (5) Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the County shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the County elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions,

the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.6 Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The County hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7 Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8 Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9 Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the County and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

HAYS COUNTY, TEXAS

By: _____,
BERT COBB, County Judge

Attest:

_____
LIZ GONZALEZ, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County, Texas

[SEAL OF COMMISSIONERS COURT]

Approved as to Form:

_____
MARK KENNEDY, General Counsel

BOKF, NA dba BANK OF TEXAS,
as Trustee

By:_____
Authorized Officer

Signature Page to Indenture of Trust

IN WITNESS WHEREOF, the County and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

HAYS COUNTY, TEXAS

By: _____,
BERT COBB, County Judge

Attest:

_____
LIZ GONZALEZ, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County, Texas

[SEAL OF COMMISSIONERS COURT]

Approved as to Form:

_____
MARK KENNEDY, General Counsel

BOKF, NA dba BANK OF TEXAS,
as Trustee

By: _____
Authorized Officer

Signature Page to Indenture of Trust

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED REGISTERED

No._____ $_____

United States of America
State of Texas

HAYS COUNTY, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2015
(LA CIMA PUBLIC IMPROVEMENT DISTRICT
MAJOR PUBLIC IMPROVEMENT PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 15, 20__	August 5, 2015	_____

Hays County, Texas (the "County"), for value received, hereby promises to pay, solely from the Pledged Revenues, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing September 15, 2015, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Austin, Texas (the "Designated Payment/Transfer Office"), of BOKF, NA dba BANK OF TEXAS, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the County in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the County having the designation specified in its title (herein referred to as the "Bonds"), dated the Date of Delivery and issued in the aggregate principal amount of $19,200,000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of July 15, 2015 (the "Indenture"), by and between the County and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the County, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Costs of the Major Public Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Public Improvements, (iii) funding a reserve account for payment of principal and interest on Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds.

The Bonds are special limited obligations of the County, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds, as defined in the Indenture, and the Bonds shall never be payable out of funds raised or to be raised by

taxation or from any other revenues, properties or income of the County. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the County, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the County to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $25,000 and any multiple of $5,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the County in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the principal amounts as set forth in the following schedule:

Term Bonds Maturing September 15, 2027

Redemption Date	Principal Amount
September 15, 2022	$270,000
September 15, 2023	320,000
September 15, 2024	345,000
September 15, 2025	370,000
September 15, 2026	395,000
September 15, 2027 (maturity)	420,000

Term Bonds Maturing September 15, 2045

Redemption Date	Principal Amount
September 15, 2028	$ 450,000
September 15, 2029	485,000
September 15, 2030	520,000
September 15, 2031	560,000
September 15, 2032	600,000
September 15, 2033	645,000
September 15, 2034	695,000
September 15, 2035	745,000
September 15, 2036	800,000
September 15, 2037	860,000
September 15, 2038	925,000
September 15, 2039	995,000

September 15, 2040	1,070,000
September 15, 2041	1,150,000
September 15, 2042	1,240,000
September 15, 2043	1,330,000
September 15, 2044	1,430,000
September 15, 2045 (maturity)	1,540,000

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the sinking fund installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the County, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date (i) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The County reserves the right and option to redeem Bonds maturing on and after September 15, 2027, before their scheduled maturity dates, in whole or in part, on September 15, 2025 or on any date thereafter, such redemption date or dates to be fixed by the County, at the redemption price of par, plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or final payment or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the County and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification.

The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the County with certain past defaults under the Bond Order or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the County nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The County, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the County nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE HAYS COUNTY, TEXAS, OR THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the County, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF this Bond has been signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk of the County, and registered by the manual or facsimile signature of the County Treasurer of the County, and the official seal of the Commissioners Court of the County has been duly impressed, or placed in facsimile, on this Bond.

HAYS COUNTY, TEXAS

By_____
County Judge

COUNTERSIGNED:

By_____
County Clerk, and Ex-Officio Clerk
of the Commissioners Court

REGISTERED:

By_____
County Treasurer

(SEAL OF COMMISSIONERS COURT)

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

BOKF, NA dba BANK OF TEXAS,
Austin, Texas, as Trustee

DATED: _____ By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

_____

(Social Security or other identifying number:_____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date:_____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

LA CIMA PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT

BETWEEN

LAZY OAKS RANCH, LP, a Texas limited partnership

AND

HAYS COUNTY, TEXAS

LA CIMA PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT

This La Cima Public Improvement District Financing Agreement (this "**Agreement**"), dated as of July 21, 2015, (the "**Effective Date**"), is entered into between Lazy Oaks Ranch, LP, a Texas limited partnership (including its Designated Successors and Assigns, the "**Owner**"), and Hays County, Texas (the "**County**"), acting by and through its duly authorized representative.

Recitals:

WHEREAS, Owner owns a total of approximately 2,044 acres of land located within Hays County, Texas which is more particularly described in Exhibit "B" attached hereto and made a part hereof (the "**Property**").

WHEREAS, it is intended that the Property will be developed as a mixed use development (the "**Project**");

WHEREAS, the Owner, the County and the City of San Marcos (the "**City**") have entered into that certain Amended and Restated Development Agreement La Cima San Marcos dated September 16, 2014 (the "**Development Agreement**") which, among other things set forth certain development standards for the Project, and includes the City's consent to the District;

WHEREAS, the Commissioners Court authorized the formation of the La Cima Public Improvement District (the "**District**") on September 23, 2014, pursuant to a County Resolution in accordance with the PID Act (as defined in Exhibit "A");

WHEREAS, pursuant to the terms of this Agreement, the County has agreed to allow financing of certain public improvements conferring special benefits to the Property via a public improvement district;

WHEREAS, the Owner proposes to construct certain improvements over time to serve Property located in the District (or portions thereof) and transfer some or all of those improvements to the County or City in accordance with the terms and provisions of this Agreement;

WHEREAS, contemporaneously herewith the County intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), at the request, and with the consent, approval and agreement of the Owner, adopt the Assessment Order (as defined herein) for the Major Improvement PID Bonds and adopt the Service and Assessment Plan (as defined herein) for the Major Improvement PID Bond that provides for the construction and financing of certain public improvements conferring special benefits within the District pursuant to the Service and Assessment Plan, payable in whole or in part, by and from assessments levied against property within the District, as more specifically provided for in the Service and Assessment Plan;

WHEREAS, the County intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement) levy Special Assessments on all or a portion of the property located within the District and issue bonds in one or more series for payment of costs associated with construction and/or acquisition of the Public Improvements (as defined herein) included in the Service and Assessment Plan, as such plan may be amended from time to time; and

WHEREAS, the County has determined that it is in its best interests to contract with the Owner for the construction of the Public Improvements, which will result in the efficient and effective implementation of the Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

This Agreement establishes provisions for the apportionment, levying, and collection of Special Assessments on the Property (Article II), the Construction of Public Improvements to be acquired by the County or City (Article III), advancement of construction funds through the issuance the PID Bonds (defined herein), acquisition and maintenance of Public Improvements within the District (Article IV), and the issuance of bonds for the financing of the Public Improvements (Article V). Definitions used herein are set forth in Exhibit "A" attached hereto and made a part hereof and in the Service and Assessment Plan.

ARTICLE II. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 2.01. Preliminary Matters

(a) On September 23, 2014, the County authorized the formation of the District by Resolution No. 30162. The District includes all of the Property.

(b) The Property may be developed in phases. It is anticipated that some Public Improvements will be constructed that benefit only a Neighborhood Improvement Area, while other Public Improvements will benefit the entire District. As a result, Special Assessments will be levied on only certain Neighborhood Improvement Areas from time to time as the development in the District progresses. As such, it is currently contemplated that there will be (i) bonds issued for the entire District, the "**Major Public Improvement PID Bonds**" (as further defined in Exhibit A) and (ii) bonds issued for different Neighborhood Improvement Areas, the "**Neighborhood Improvement PID Bonds**" (as further defined in Exhibit A) and potentially Additional Neighborhood Improvement PID Bonds (as further defined in Exhibit A);

(c) The initial Service and Assessment Plan for the Property is attached hereto as Exhibit "C." The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code Sections 372.013 and 372.014 and be presented to the Commissioners Court for review and approval prior to PID Bonds being issued.

Thereafter, the Service and Assessment Plan will be updated and amended by the County or its Administrator at least once per year, and submitted for the Commissioners Court's review and approval. Notwithstanding the above, it is hereby understood and acknowledged by the Parties that the Special Assessments associated with the Major Improvement PID Bonds are the only Special Assessments that can currently be addressed with reasonable certainty in the Service and Assessment Plan. As a result, the Service and Assessment Plan will need to be amended over time if any Future Major Public Improvement PID Bonds and Neighborhood Improvement Areas are developed (and Neighborhood Improvement PID Bonds and any Additional Neighborhood Improvement PID Bonds are issued) in accordance with the terms set forth in this Agreement. Nevertheless, the basic terms and methodology described in the Service and Assessment Plan will generally apply to the Future Major Public Improvement PID Bonds and the Neighborhood Improvement PID Bonds.

(d) Special Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Public Improvements within the District (or Neighborhood Improvement Area, as applicable).

(e) Special Assessments on any portion of the Property may be adjusted in connection with subsequent PID Bond issues or otherwise so long as the Special Assessments are determined in accordance with the Service and Assessment Plan.

(f) The Property may also be subject to an Owner's Association assessment.

(g) Promptly following submission to the County of an updated Service and Assessment Plan (or any subsequent amendment or supplement to the Service and Assessment Plan) acceptable in form and substance to the County and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement, the Commissioners Court shall consider an Assessment Order relating to the applicable plan or amendment or supplement. If an Assessment Order is adopted, the County shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Order.

Section 2.02. Apportionment and Levy of Assessments

The County intends to levy Special Assessments on the Property in accordance herewith and with the Service and Assessment Plan (as such plan is amended from time to time) at such time as PID Bonds are issued in accordance with Article IV hereof. The County's apportionment and levy of Special Assessments will be made in accordance with the PID Act.

Section 2.03. Collection of Assessments

(a) The County covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to the Service and Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The County covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Special Assessments due on any portion of the Property until the PID Bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in

full, defeasance, or otherwise. The County shall use best efforts to collect the Special Assessments consistent with the County's policies and standard practices applicable to the collection of County taxes and assessments.

(b) Except as set forth in Section 2.03(c) below, notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, the Special Assessment Revenues collected annually from the Property will be deposited in the Pledged Revenue Fund and transferred in the following priority: (i) first deposited to the Principal and Interest Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the PID Bonds next coming due, (ii) second, deposited to the Reserve Account of the Reserve Fund in an amount necessary to cause the amount on deposit therein to equal the Reserve Fund Requirement, (iii) third, deposited to the Prepayment Reserve Account of the Reserve Fund in an amount necessary to cause the amount on deposit therein to equal the Prepayment Reserve Requirement, (iv) fourth, to Delinquency Reserve Account in an amount necessary to cause the amount on deposit therein to equal the Delinquency Reserve Requirement, (v) fifth, used to pay Administrative Expenses, (vi) sixth, Delinquent Penalties and Interest to Delinquency Reserve Account; and (vii) seventh, if approved by the County, used to pay any costs permitted by the PID Act. Capitalized terms not defined in this Section 2.03 shall have the meanings ascribed to them in the Indenture.

(c) Owner will be reimbursed for Actual Costs associated with Neighborhood Public Improvements from Special Assessments collected by the County and held by the County pursuant to an applicable Acquisition and Reimbursement Agreement until Owner is fully reimbursed by Special Assessments and/or the proceeds of Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds. Any reimbursement obligation to Owner under an Acquisition and Reimbursement Agreement will be subordinate to payment of the applicable Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds.

(d) Further notwithstanding anything to the contrary contained herein, the County covenants and agrees to use best efforts to contract with Hays County Tax Collector for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Property and will be collected as part of and in the same manner as ad valorem taxes.

Section 2.04. Approval and Recordation of Special Assessments through Landowner Agreement

Concurrently with the levy of the Special Assessments for any portion of the Property, the Owner shall execute (and shall cause any other owner of any of the Property that will be subject to the future special assessments to execute) a Landowner Agreement (herein so called) in which the Landowner shall approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Special Assessments by the County. The Landowner Agreement further shall (a) evidence the Owner's intent that the Special Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such land take their title

subject to and expressly assume the terms and provisions of the Special Assessments; and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State or municipality (if any), County, or school district.

Section 2.05 Reimbursement Of Owner-Expended Costs; Initial Owner Contribution

(a) The Special Assessments levied for Major Public Improvements will not be in an amount sufficient to reimburse the Owner for the Initial Owner Contribution. It is anticipated that the Initial Owner Contribution will be reimbursed to Owner through the issuance of Future Major Public Improvement PID Bonds or Neighborhood Improvement PID Bonds.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) Owner's right, title and interest into the payments of unreimbursed Actual Costs, as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 8.03 hereof, Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its unreimbursed Actual Costs (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County. The County may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

Section 2.06. Obligations Secured by Pledged Revenues

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE COUNTY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE COUNTY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE COUNTY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE COUNTY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE COUNTY OTHER THAN THE PLEDGED REVENUES.

ARTICLE III. CONSTRUCTION AND ACQUISITION

Section 3.01. Acquisition of Major Public Improvements

(a) The Owner will dedicate the applicable Major Public Improvements identified in Exhibit "D" to the County upon completion of said Major Public Improvements, and the County will accept dedication of such Major Public Improvements after confirming that the Major Public Improvements have been completed in accordance with this Agreement and the design guidelines mutually agreed to by the Owner and County, which shall be substantially in accordance with the typical roadway section attached hereto as Exhibit "D-3" . The County's Subdivision Ordinance shall govern the procedure for inspection, dedication, and acceptance of the Major Public Improvements being conveyed to the County.

(b) The Owner will dedicate the applicable Major Public Improvements identified in Exhibit "D" attached hereto to the City upon completion of said Major Public Improvements in accordance with the terms set forth in that certain Letter Agreement dated June 26, 2015 executed by the City Manager of the City, a copy of which is attached hereto as Exhibit "D-2".

Section 3.02. Acquisition of Future Major Public Improvements

The provisions of Section 3.01 (a) and (b) shall apply to any Future Major Public Improvements constructed with Future Major Public PID Bonds; provided however once the applicable Major Public Improvements and Future Major Public Improvements to be funded with Major Public PID Bonds and/or Future Major Public Improvement PID Bonds are identified, Exhibit "D-1" will be completed to delineate which Major Public Improvements and Future Major Public Improvements will be dedicated to which jurisdiction and what easements, if any, are needed.

Section 3.03. Acquisition of Subsequent Public Improvements

The provisions of Section 3.01 (a) and (b) shall apply to any Neighborhood Public Improvements constructed after the Major Pubic Improvements; provided however once the applicable Neighborhood Public Improvements to be funded with a particular Neighborhood Improvement PID Bond are identified, Exhibit "F" will need to be revised to delineate which Neighborhood Public Improvements will be dedicated to which jurisdiction and what easements, if any, are needed.

Section 3.04. Designation of Construction Manager, Construction Engineers

(a) The County hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Public Improvements in accordance with the provisions of this Article III.

(b) Except as otherwise provided herein, inspection of the construction of any Public Improvement being conveyed to the County will be by County Construction Representative or its designee. Any City inspection of a Public Improvement being conveyed to the City will be in accordance with any requirements of the City. The Owner agrees to notify the County within 24

hours of the scheduling of any City Inspection, and at that same to provide any design or construction-related documents to be used as part of the inspection. The Owner agrees that the County Construction Representative may be present at any City inspection, and is responsible for ensuring the County Construction Representative is informed of the date, time, and location of each City inspection.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Segment, unless Owner contracts with a third party to act as the Construction Manager with respect to construction of the Public Improvements.

(d) The County shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Public Improvements for the compensation specified by the Owner.

Section 3.05. Designation of Construction Manager Subcontractor

The County acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or partnership or other entity as a subcontractor for construction management services for one or more Public Improvements or distinct Segments thereof provided that such designee has the technical capacity, experience and expertise to perform such construction management duties or obligations. Owner may make such designation under the same terms as set out in Section 8.03(a) of this Agreement.

Section 3.06. Fiscal Surety

(a) If prior to commencement of construction of a given Public Improvement, there are funds within the Project Fund of the Indenture sufficient to pay for completion of that Public Improvement, it is intended that the Owner not be required to post fiscal security for the applicable Public Improvement. If at any time there are not sufficient funds in the Project Fund to complete the Public Improvement, the Owner will post fiscal security. The County acknowledges that it will accept fiscal security, if required, for the Public Improvements in the form of an irrevocable letter of credit, surety bond, cash deposit, or other security acceptable to the County. If no such account exists or such account is not appropriately funded, then the Owner shall be required to post fiscal security for Public Improvements in accordance with applicable County regulations.

(b) If subcontractors providing labor or materials for the Public Improvements file claims or otherwise give notice asserting failure to receive payment for such labor or materials, the County may require the Owner to post fiscal security bond for the estimated cost of constructing the Public Improvements. The Owner shall give the County a copy of any such claims within three (3) business days of receipt of the claim.

(1) If the Owner has commenced construction but fails or refuses to complete the construction of a particular Public Improvement (or Segment thereof) in accordance with the terms and conditions set forth in this Agreement, such failure or refusal shall be considered an

event of default and, after giving notice of default and reasonable opportunity to cure as herein provided, the County will have the right, but not the obligation, to draw on the funds within the Project Fund (or any fiscal security posted by the Owner for the applicable Public Improvement, if applicable) and complete (or cause the completion of) the applicable Public Improvement (or Segment thereof).

(2) In the event the County elects to complete a Public Improvement (or Segment thereof), all plans and specifications, designs, easements, real and personal property, and improvements acquired, produced, or installed in aid of completing such component of the Public Improvement (or Segment thereof) by the Owner or its engineers or contractors before such default, will become the property of the County. In such event, the Owner will provide, within five (5) business days of the County's request, documentation to the County that the above listed items have been conveyed and have become the property of the County. Notwithstanding anything to the contrary contained herein if the Owner fails or refuses to timely complete the construction of a Public Improvement (or Segment thereof) and such default cannot reasonably be cured in 30 days, Owner shall have such additional time as is reasonably necessary to cure as long as the Owner commences the cure within 30 days and diligently pursues the same to completion. If Owner has still not completed the applicable component of the Public Improvement (or Segment thereof) after the notice and cure periods provided for above, the County shall either:

(i) Assume the construction management role and direct the completion of the applicable Public Improvement (or Segment thereof); or

(ii) Assume the construction management role and direct the closeout of the applicable Public Improvement (or Segment thereof).

(3) In the event the County assumes the construction management role for a given Public Improvement (or Segment thereof) (as provided above) then the Owner agrees as follows:

(i) The County may draw down funds from the Project Fund to complete the Public Improvement (or Segment thereof) in question;

(ii) All construction contracts, related completion bonds, warranties, plans and specifications, designs, easements, and improvements acquired, produced, or installed in connection with completing such Public Improvement (or Segment thereof) by the Owner or its engineers, contractors, or other consultants, and all other personal property and rights associated with the applicable component of the Public Improvement (or Segment thereof), will automatically without further action by the Owner become the property of the County;

(iii) The Owner will automatically forgo and release any claims or rights to those items listed in (2) above; and

(iv) The County may draw down on any fiscal security posted to complete such component of the Public Improvement (or Segment thereof).

Section 3.07. Maintenance of Project, Warranties

Unless otherwise provided for, the Owner shall maintain each Public Improvement (or Segment thereof) in good and safe condition until such Public Improvement (or Segment thereof) is accepted by the County or the City. The County's and City's acceptance of Public Improvements shall be in accordance with the County's (or City's, as applicable) standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Public Improvement. On or before the acceptance by the County or the City of a Public Improvement (or Segment thereof), the Owner shall assign to the County or the City all of the Owner's rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Public Improvement (or Segment thereof). Prior to or concurrently with the County's acceptance of a Public Improvement (or Segment thereof), Owner shall provide a two-year maintenance bond for said Public Improvement.

Section 3.08. Sales and Use Tax Exemptions

(a) The parties agree that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Public Improvements to be acquired by the County are exempt under the Texas Tax Code from sales and use taxes levied by the State of Texas, or by any city, county, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309.

(b) The County will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The County and the Owner shall cooperate in structuring the construction contracts for the Public Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

Section 3.09. Public Bidding Requirements/County Cooperation in Plan Review

(a) There is currently no County analog to Texas Local Government Code Section 252.022(a)(9), which allows the PID to be exempt from any public bidding or other City purchasing and procurement policies for "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements." Texas Local Government Code Section 271.056(7) provides a similar exemption for certain improvements but is only applicable where certificates of obligation have been issued. Texas Local Government Code Section 262.024 allows another similar exemption for certain county purchases in circumstances that are not applicable to the construction of Public Improvements under this Agreement. It is agreed that if statutory authorization is enacted by the Texas Legislature which would make such an exemption applicable to construction of Public Improvements under this Agreement, the County will review the enacted statute and, if the County determines the statute is applicable to this Agreement, the new County exemption statute will apply.

(b) The County Construction Representative agrees to cooperate with the Owner to the extent reasonably possible without detriment to proper engineering review, comment, and revision on the review and approval of the engineering, design, plans, and specifications of all Public Improvements submitted by the Owner.

Section 3.10. Additional Requirements for Major Public Improvements and Future Major Public Improvements Funded with Progress Payments

The following additional requirements shall be applicable to Major Public Improvements and Future Major Public Improvements funded in accordance with the procedures set forth in Section 4.02:

(a) Prior to the later to occur of (i) the Effective Date, or (ii) commencing construction of any such Major Public Improvements, the Project Engineer shall review all plans and specifications, construction contract and related materials for the applicable Major Public Improvements, and shall certify to the Owner, County, Underwriter, and Trustee that the amount of fiscal security referenced in Section 3.06 above is sufficient to fund the full cost of design and construction of the applicable Public Improvements (but excluding any Construction Management Fees or contingencies (if any) as set forth in the Service and Assessment Plan).

(b) The Construction Manager will maintain an ongoing monthly updated accounting of funds disbursed, work progress and remaining funding needed to complete each applicable Major Public Improvements. Such accounting to include a reconciliation of any un-advanced amounts out of the segregated accounts in the Project Fund under the applicable Indenture as compared to the remaining costs to complete each applicable Major Public Improvements. The Construction Manager will provide such monthly reports to the Owner, the County Construction Representative, the Underwriter, and the Trustee.

(c) After bids and construction contracts have been executed for the applicable Major Public Improvements, all change orders or costs increases for such applicable Major Public Improvements must be approved by the Owner, Construction Manager and the County Construction Representative, to the extent any such change order is in excess of $100,000.00 for any Segment of such applicable Public Improvement. The Construction Manager shall provide copies of all approved change orders to the Underwriter and Trustee within ten (10) days after approval.

ARTICLE IV. PAYMENT FOR PUBLIC IMPROVEMENTS

Section 4.01. Overall Requirements

(a) The County shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Special Assessments. The County makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment of the Actual Cost of the Public Improvements to be constructed for or acquired by the County (or the City) will be sufficient for the construction or acquisition of all of those particular Public Improvements. The Parties anticipate that the Actual Cost to construct the Public Improvements may be greater than the proceeds of the PID Bonds available for Public Improvements.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the County or City (as applicable) shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The Parties hereby acknowledge and agree that:

(1) The Major Public Improvements will be funded by progress payments through PID Bonds (i.e., PID Bonds are sold and then Major Public Improvements are funded by PID Bond proceeds) and will be governed by Section 4.02 of this Agreement.

(2) The County's current policy requires the Owner to pay for and construct the Future Major Public Improvements. Upon conveyance to and acceptance by the County or City, as applicable, the County intends to issue PID Bonds to reimburse the Owner for the Actual Costs of such Future Major Public Improvements. The County, in its discretion, may allow for construction and funding of Future Major Public Improvements to be handled in accordance with a combination of progress payments (Section 4.02) and reimbursement payments pursuant to an Acquisition and Reimbursement Agreement (Section 4.03). If the County, in its discretion, elects to allow for such combination, this Agreement shall be modified accordingly to reflect such terms.

(3) The Neighborhood Public Improvements are intended to be constructed pursuant to one or more Acquisition and Reimbursement Agreements and paid for by the Owner prior to the issuance of PID Bonds intended to fund such Neighborhood Public Improvements. Such funding of the Neighborhood Public Improvements will be governed by the applicable Acquisition and Reimbursement Agreement and Section 4.03 of this Agreement.

(d) The procedures set forth in Section 4.02 below shall apply to all Certifications for Payment regardless of which account within the Project Fund the actual funds are being paid from.

Section 4.02. Progress Payments for Major Public Improvements

(a) With respect to the Major Public Improvements, Owner shall deliver and the County shall accept the Major Public Improvements to be conveyed to the County in accordance with the terms hereafter. The net proceeds from the issuance of the Major Public Improvement PID Bonds and the Initial Owner Contribution will be held by the Trustee in various segregated accounts under the Project Fund. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the costs of construction, County and City inspection and administrative costs, and other soft costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment (in the form as attached hereto in Exhibit E). Payments will be made to Owner, or subcontractor (as provided in Section 4.02(b) periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.02 and the Indenture. As set forth in the Indenture, such payments shall be made by Trustee on a monthly basis and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the County Auditor. The County Construction Representative or its designee shall deliver to the

County Auditor his/her concurrence to pay pursuant to a completed Certification for Payment within fifteen (15) calendar days after its receipt of the required submittal items pursuant to either subpart (b) or (c) below, as applicable and the County Auditor shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment. If the County disapproves any Certification for Payment, the County shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with County's comments, the Certification for Payment can be approved. Notwithstanding anything to the contrary contained herein, if the monthly reconciliation provided by the Construction Manager pursuant to Section 3.10(b) above for a particular Major Public Improvement shows there are not enough funds in the segregated account to fund the remaining design and construction costs of that Major Public Improvement after taking into consideration any contingencies, the County Construction Representative shall not be obligated to authorize payments of funds exceeding the balance in the segregated account until such time as Owner provides evidence satisfactory to the County Construction Representative that Owner has or will provide funds in an amount sufficient to fully fund the remaining design and construction costs of that Major Public Improvement.

(b) During the design phase for any Major Public Improvement to be funded by the Major Public Improvement PID Bonds, Owner will be entitled to receive draws (not to exceed one (1) per month) based on the percentage of design work completed up to the date of the draw. The submittal items necessary for a design payment are as follows:

(1) A Certification for Payment executed by the Project Engineer and Construction Manager specifying the percentage of design that has been completed on the applicable Major Public Improvement;

(2) A Bills Paid Affidavit from the contractor;

(3) Copies of all supporting invoices with respect to such design payment; and

(4) Evidence of County (or City) acceptance of design phase documents.

(c) During the construction phase for any Major Public Improvement to be funded by the Major Public Improvement PID Bonds, Owner shall be entitled to receive draws (not to exceed one (1) per month) based on the Actual Cost of the construction completed. The County is not obligated to authorize a construction payment until such time that the County (or City, as applicable) has approved the plans and specifications for the applicable Major Public Improvement (if such approval is required pursuant to this Agreement). The items required for a construction payment are as follows:

(1) A Certification for Payment executed by the Project Engineer and Construction Manager specifying the amount of work that has been performed and the cost thereof;

(2) A Bills Paid Affidavit from the contractor;

(3) Copies of all supporting invoices with respect to such payment; and

(4) Waivers of liens for work on the applicable Major Public Improvements through the previous Certification for Payment and receipts for payment from the contractor and, if requested by the County, any subcontractors for the current Certification for Payment.

(d) In addition to the submitted items required in 4.02(c) above, in order to obtain the final payment for a Major Public Improvement funded by the Major Public Improvement PID Bonds pursuant to this Section 4.02, the following are required:

(1) The Owner shall have provided to the County or the City, as applicable, an assignment of the warranties and guaranties, if applicable, for the Major Public Improvement;

(2) Before the final Certification for Payment is submitted to the County, the Project Engineer shall conduct a review for the County to confirm that such Major Public Improvement was constructed in accordance with the plans therefor and the Project Engineer will verify and approve the Actual Cost of such Major Public Improvement specified in such Certification for Payment. Upon confirmation by the Project Engineer to the County Construction Representative and the submission of the final Certification for Payment indicating that such Major Public Improvement has been constructed in accordance with the plans therefor, and verification and approval of the Actual Cost of such Major Public Improvement, the County Construction Representative shall within fifteen (15) calendar days thereafter accept such Major Public Improvement and the County Construction Representative shall sign the Certification for Payment and forward the same to the County Auditor. The County Auditor shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment. The County agrees to instruct the Project Engineer to conduct each such review in an expeditious manner not to exceed fifteen (15) calendar days after the Certification for Payment is submitted to the County.

(e) It is hereby acknowledged by the County and Owner that the Major Public Improvements identified on Exhibit "D" will be dedicated to the City and the Major Public Improvements identified on Exhibit "D" will dedicated to the County. Therefore, with respect to the Major Public Improvements that are to be dedicated to and accepted by (1) the County, the terms, conditions and procedures set forth in Section 4.02(a)-(d) shall apply and (2) the City, the terms, conditions and procedures set forth in Section 4.02(a) – (d) shall apply except as set forth below:

(1) The City (not the County) will be accepting such Major Public Improvements;

(2) The City (not the County) will be approving the plans and specifications for such Major Public Improvements;

(3) The City (not the County) will be inspecting such Major Public Improvements subject to County participation as described in Section 3.04 of this Agreement; and

(4) In order to obtain the final payment for such Major Public Improvements a written acknowledgement from the City that all requirements for acceptance of such Major Public Improvements (save any except any applicable maintenance-bond period) have been complied with shall be provided to the County. Upon receipt of such written acknowledgment from the City, the County Construction Representative, within fifteen (15) days thereafter, shall sign the Certification for Payment and forward the same to the County Auditor. The County Auditor shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment.

(f) The Owner has determined that prior to the Effective Date, it has expended funds for costs reimbursable under the PID Act, including: (i) the design of the Major Public Improvements and associated due diligence matters (e.g., environmental and wetland studies), (ii) construction of Academy Road, (iii) costs in obtaining permits required for the construction of the Major Public Improvements, and (iv) other costs associated with the formation of the District ("**Initial Owner Expended Funds**"). Prior to the Effective Date, Owner has submitted to the County information documenting the amount of Initial Owner Expended Funds paid by Owner between September 1, 2013 and June 30, 2015. The total amount of Initial Owner Expended Funds approved by the County pursuant to this Section shall be referred to herein as the "**Initial Reimbursement Payment.**" Prior to the date proceeds of the Major Public Improvement PID Bonds are disbursed, Owner shall deposit an amount equal to $2,959,935.00 (the "**Initial Owner Contribution**") with the Trustee and shall thereafter cause the County to direct the Trustee to place the Initial Owner Contribution in the Landowner Improvement Account within the Project Fund. The funds held in the Landowner Improvement Account will not constitute public funds for any purpose and may not be used for any purpose other than the payment of Actual Costs of a Major Public Improvement or, if not needed to pay Actual Costs, returned to the Owner upon completion of the Major Public Improvements. To the extent that money in the Landowner Improvement Account of the Project Fund is used to pay Actual Costs, the Owner shall be entitled to be reimbursed from the Special Assessments for any unreimbursed Actual Costs.

(g) Prior to disbursement of proceeds of the Major Public Improvement PID Bonds, (1) Owner shall submit to the County a Closing Disbursement Request satisfactory to the County and the Trustee for the remainder of the Initial Reimbursement Payment and (2) the County will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the Major Public Improvement PID Bonds, Owner shall be reimbursed an amount equal to the Initial Reimbursement Payment and such amount shall be transferred to the Trustee for distribution to the Owner or the Owner's designee.

(h) At the closing of the Major Public Improvement PID Bonds, the Owner shall be reimbursed Bond Issuance Costs for the Major Improvement PID Bonds paid by the Owner, as described in the Service and Assessment Plan and approved by the County. Such Bond Issuance Costs paid at closing shall be set forth in a closing memorandum issued by the Underwriter and included in the Certification for Payment. Bond Issuance Costs for any Future Major Public Improvement PID Bonds will be paid after the closing of the applicable Future Major Public Improvement PID Bonds upon submittal of proper documentation so long as such Bond Issuance Costs are described in the Service and Assessment Plan and funds remain in the respective Costs

of Issuance Account described in the Indenture.

Section 4.03. Payments for Completed Public Improvements (Neighborhood Public Improvements)

(a) Pursuant to the terms of an Acquisition and Reimbursement Agreement entered into prior to commencement of construction of an applicable Neighborhood Public Improvement, the Owner shall convey, and the County or the City (as applicable) shall acquire, the given Neighborhood Public Improvement for the Actual Cost, after such Neighborhood Public Improvement is completed and has been accepted by the County or the City (as applicable). The general process for funding of Neighborhood Public Improvements is as follows:

(1) The Owner and the County intend to enter into an Acquisition and Reimbursement Agreement to finance the Neighborhood Public Improvements required for that particular Neighborhood Improvement Area, which will provide for Special Assessments that will reimburse the Owner for Actual Costs incurred in connection with the Neighborhood Public Improvements until Neighborhood Improvement PID Bonds are issued in amount necessary to reimburse Owner for the Actual Costs of the Neighborhood Public Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement.

(1a) Simultaneously, the Service and Assessment Plan will be amended to reflect the Special Assessments and the Neighborhood Public Improvements associated with the Neighborhood Improvement Area in question, and as contemplated by the Acquisition and Reimbursement Agreement. The County will levy the Special Assessment for the associated Neighborhood Improvement Area.

(2) Owner will construct or cause the construction of the Neighborhood Public Improvements for the associated Neighborhood Improvement Area.

(3) After the completion of the Neighborhood Public Improvements contemplated by an Acquisition and Reimbursement Agreement, the County will begin collecting the Special Assessments for the associated Neighborhood Improvement Area. Upon collection of such Special Assessments, the County will place such Special Assessments in a designated account separate from the County's other accounts. The funds within the account will be used to reimburse Owner for the Actual Costs of the Neighborhood Improvement Area Public Improvements pursuant to the terms of the Acquisition and Reimbursement Agreement (See step # 4 below).

(4) Upon completion of the Neighborhood Public Improvements contemplated by the Acquisition and Reimbursement Agreement and compliance with the applicable Future Bond Test, the County intends to issue Neighborhood Improvement PID Bonds to reimburse the Owner for Actual Cost of the Neighborhood Improvement Area Public Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement.

(5) If the Neighborhood Improvement PID Bonds are issued in step # 4 above are not sufficient to fully reimburse the Owner for the Actual Costs of the Neighborhood Public Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement, then so long as the applicable Future Bond Test is satisfied, Additional Neighborhood Improvement PID Bonds may be issued to reimburse the Owner for any Actual Costs not reimbursed by the Neighborhood Improvement PID Bonds and Acquisition and Reimbursement Agreement.

(b) To receive funds from the proceeds of the Neighborhood Improvement PID Bond or Additional Neighborhood Improvement PID Bonds (as applicable) to pay the Actual Cost of a given Neighborhood Public Improvement, the Owner shall deliver to the County and the Project Engineer (x) documentation evidencing the Actual Cost, (y) documentation evidencing the acceptance of the Neighborhood Public Improvement by the City or County, as applicable, and (z) an assignment of the warranties and guaranties, if applicable, for such Public Improvement, in form reasonably acceptable to the County (if the County is the entity accepting such Public Improvements). Nothing herein shall prohibit Owner from being reimbursed for design costs associated with a Neighborhood Public Improvement (provided that the plans and specifications for such applicable Neighborhood Public Improvement have been accepted by the County or City, as applicable) prior to the completion of construction of said Neighborhood Public Improvement or for other costs that are otherwise eligible to be paid under the PID Act.

(c) At the time of the closing of any Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds, Owner may, concurrently with the initial draw from the applicable Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds and under substantially the same procedures as set forth above, be reimbursed for (i) the Unpaid Balance under the applicable Acquisition and Reimbursement Agreement and (ii) any other qualified and permitted costs approved by the County under substantially the same procedures as set forth above (collectively, the "**Owner Expended Funds**"). The total amount of Owner Expended Funds approved by the County pursuant to this Section shall be referred to herein as the "**Reimbursement Payment.**"

(d) The County, in its discretion, may allow for construction and funding of Neighborhood Public Improvements to be handled in accordance with Section 4.02 or with a combination of progress payments (Section 4.02) and reimbursement payments pursuant to an Acquisition and Reimbursement Agreement (Section 4.03). If the County, in its discretion, elects to allow for such combination, this Agreement shall be modified accordingly to reflect such terms.

ARTICLE V. PID BONDS

Section 5.01. Issuance of PID Bonds

(a) Subject to the terms and conditions set forth in this Section V, the County intends to pay for the Public Improvements, by issuing PID Bonds in one or more series. The County will use reasonable and good faith efforts to issue PID Bonds after receiving a Bond Issuance Request from Owner, provided that Owner can reasonably demonstrate to the County and its financial advisors that (i) the applicable Future PID Bond Test has been satisfied and (ii) there is sufficient security for the PID Bonds, based upon the bond market conditions existing at the time

of such proposed sale. In addition to the criteria outlined in the applicable Future PID Bond Test, the County may consider additional requirements prior to authorizing the issuance of any Future PID Bonds, including but not limited to a market condition assessment (including market study update), development of the District and current status of Owner, developers, and related builder positions. The Commissioners Court may require a recommendation from County staff, advisors and consultants.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Public Improvements, (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction of the applicable Public Improvements funded by the PID Bond issue in question and in no event for a period greater than 18 months from the date of the initial delivery of the applicable PID Bonds and (iii) Bond Issuance Costs. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(c) The final maturity for each series of PID Bonds shall occur no later than 30 years from the issuance date of said PID Bonds.

(d) PID Bonds are not required to be issued under this Article V unless (i) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (ii) the County receives at the time of issuance of such PID Bonds an opinion of counsel selected by the County stating in effect that the PID Bonds are legal and valid under Texas law and that all preconditions to their issuance under State law have been satisfied; and (iii) the Attorney General of the State of Texas has issued an opinion approving issuance of the bonds as required by the PID Act.

(e) The foregoing requirements apply to each series of Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds issued, if any, after the Major Public Improvement PID Bonds.

(f) If proceeds from the Major Public Improvement PID Bonds or Future Major Public Improvement PID Bonds are still available after all the Major Public Improvements are accepted by the County or City and Owner has been reimbursed for all unreimbursed Actual Costs incurred in connection therewith, the proceeds may be utilized to finance other Major Public Improvements or Future Major Public Improvements within the Property as allowed by the PID Act, if approved by the County.

Section 5.02. Project Fund

(a) The County hereby covenants and agrees that if PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Public Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund.

(b) As described in subparagraph (a) above, proceeds from the PID Bonds will be placed in the Bond Improvement Account and Cost of Issuance Account within the Project Fund, which will be held by the Trustee under the Indenture. Furthermore, as more particularly described in Section 4.02(f), the Initial Owner Contribution will be placed in the Landowner Improvement Account within the Project Fund.

Section 5.03. Denomination, Maturity, Interest, and Security for Bonds

(a) Each series of PID Bonds shall be finally authorized by the Commissioners Court and shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Order or Indenture, as applicable.

(b) The final and adopted versions of the PID Bond Order and the Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the County and the Owner.

Section 5.04. Sale of PID Bonds.

The PID Bonds, if issued by the County, shall be marketed and sold through negotiated sale to an approved third party with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing documents, such as preliminary and final official statements or in such other marketing and/or sales method mutually agreed upon by the County and the Owner.

Section 5.05. Sale of Major Public Improvement PID Bonds

Notwithstanding the foregoing, the County intends to authorize the issuance of the Major Public Improvement PID Bonds contemporaneously with authorizing the execution of this Agreement. The Major Public Improvements to be constructed and funded in connection with the Major Public Improvement PID Bonds are more particularly described on Exhibit "D" attached hereto.

Section 5.06. Phased Issuance of Debt

As previously noted, the proposed bond issuance program is anticipated to entail a series of bond financings that will finance the Public Improvements required for the development of the Project. This financing will be undertaken in phases to coincide with the private investment and development of the Public Improvements. Following the issuance of the Major Public Improvement PID Bonds, Future Major Public Improvement PID Bonds and/or Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds may be issued over the upcoming years as the subsequent phases of the Project are gradually constructed.

The purpose of this gradual issuance of any Future Major Public Improvement PID Bonds and Neighborhood Improvement PID Bonds in phases is to mirror the actual private development of the Public Improvements. The Future Major Public Improvement PID Bonds and Neighborhood Improvement PID Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Future Major Public Improvement PID Bonds and Neighborhood Improvement PID Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the District prior to the need for the Public Improvements.

Section 5.07. Phased Assessments

On the Effective Date it is impossible to determine with absolute certainty the amount of special benefit each Parcel within a Neighborhood Improvement Area will receive from Public Improvements that are to be financed with Neighborhood Improvement PID Bonds. Therefore, until the Service and Assessment Plan is amended, Parcels will only be assessed for the special benefits conferred upon the Parcel because of the Major Public Improvements.

In connection with the issuance of Neighborhood Improvement PID Bonds and/or execution of related Acquisition and Reimbursement Agreements, the Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Neighborhood Improvement Area receives from the specific Neighborhood Public Improvements funded with those Neighborhood Improvement PID Bonds issued with respect to that Neighborhood Improvement Area.

It is hereby acknowledged and agreed that one or more of the following types of PID Bonds contemplated to be issued for this Project (Future Major Public Improvement PID Bonds, Neighborhood Improvement PID Bonds, and Additional Neighborhood Improvement PID Bonds) may be covered under a new and separate Indenture; however all of the Special Assessments pledged for the payment of any Future PID Bonds will have the same lien priority as the Special Assessments pledged for the payment of Major Public Improvement PID Bonds.

If the total Special Assessments levied on a particular Parcel within the Project consist of Special Assessments stemming from two or more different types of PID Bonds and an owner of an Assessed Parcel pays only a portion of the Annual Installment due for such Special Assessments, then such payment will be allocated pro-rata to the payment of the Annual Installment based on the portions of each Special Assessment as it relates to the total Special Assessments. For example, assume that a parcel has Special Assessments totaling $20,000, $12,000 of which is for the Major Public Improvement Bonds and $8,000 of which is for a Neighborhood Improvement Area Bond. Further assume that the Annual Installment for such Parcel is $1,000 which consists of a $550 annual installment from the Major Public Improvement PID Bonds and a $450 annual installment from the Neighborhood Improvement PID Bonds and an owner of an Assessed Parcel pays $600, then the $600 will be allocated as follows:

$360 (60% of $600) will go towards the Special Assessment for the Major Public

Improvement PID Bonds; and

$240 (40% of $600) will go towards the Special Assessment for the Neighborhood Improvement PID Bonds

Total: $600

Further detail regarding partial payments of the Annual Installments will be contained in the Indenture relating to Future Major Improvement PID Bonds, Neighborhood Improvement PID Bonds, or Additional Neighborhood Improvement PID Bonds.

Section 5.08. Acquisition and Reimbursement Agreements

The costs of all Neighborhood Public Improvements will be initially financed through Acquisition and Reimbursement Agreements. As provided in Section 4.03 above, prior to commencing construction of any Neighborhood Public Improvements for a particular Neighborhood Improvement Area, the Owner and the County will enter into an Acquisition and Reimbursement Agreement, which will provide for Special Assessments that will reimburse the Owner for Actual Costs incurred in connection with the Neighborhood Public Improvements until Neighborhood Improvement PID Bonds are issued in amount necessary to reimburse Owner for the Actual Costs of the Neighborhood Public Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement.

ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Section 6.01. Representations and Warranties of County

The County makes the following covenants, representations and warranties for the benefit of the Owner:

(a) The County will deliver a certificate relating to the PID Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of Sections 103 and 141 through 150, inclusive, of the Tax Code and the income tax regulations issued thereunder relating to the use of the proceeds of the PID Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of Section 148 of the Tax Code (collectively, "Bond Proceeds").

(b) The County is a political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt the Assessment Order, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

Section 6.02. Covenants, Representation, and Warranties of Owner

The Owner makes the following representations, warranties and covenants for the benefit of the County:

(a) The Owner represents and warrants that the Owner is a limited partnership duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Segment of the Public Improvements to be completed in accordance with this Agreement.

(e) The Owner covenants that it will not commit or knowingly permit any act in, upon or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Project.

(f) The Owner represents and warrants that (i) it will not request payment from the County for the acquisition of any Public Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(g) For a period of two (2) years after the final Acceptance Date of each applicable Public Improvement, the Owner covenants to maintain proper books of record and account for the Public Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the County or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(h) The Owner agrees to provide the information required pursuant to the Owner Continuing Disclosure Agreement executed by the Owner in connection with the PID Bonds.

(i) The Owner covenants to provide, or cause to be provided, such facts and estimates as the County reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner further covenants that (i) such facts and estimates will be based on its reasonable

expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of that date, and (ii) the Owner will make reasonable inquires to ensure such truth, correctness and completeness. The Owner covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds that would cause any of the covenants or agreements of the County contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

(j) The Owner agrees not to take any action or actions to reduce the total amount of such Special Assessments to be levied as of the Effective Date.

Section 6.03. Indemnification and Hold Harmless by Owner

THE OWNER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, AND ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS (IN THIS SECTION, THE "COUNTY") AGAINST AND FROM, AND WILL PAY TO THE COUNTY, THE AMOUNT OF, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, "DAMAGES"), ARISING DIRECTLY OR INDIRECTLY, FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (ii) THE NEGLIGENT DESIGN, ENGINEERING, OR CONSTRUCTION BY THE OWNER OF ANY PUBLIC IMPROVEMENT ACQUIRED BY THE COUNTY; (iii) THE OWNER'S NONPAYMENT UNDER CONTRACTS WITH THE OWNER FOR ANY PUBLIC IMPROVEMENT UNDER THIS AGREEMENT; (iv) ANY CLAIMS AGAINST THE COUNTY RELATING TO ANY PUBLIC IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT; OR (v) ANY THIRD PARTY CLAIMS RELATING TO ANY PUBLIC IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO NEGLIGENCE OF THE COUNTY. THE OWNER WILL DEFEND THE COUNTY AGAINST ALL SUCH CLAIMS AND THE COUNTY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THE COUNTY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER. THE COUNTY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. THE OWNER SHALL RETAIN COUNTY-APPROVED DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT THE COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION AND IF THE OWNER DOES NOT DO SO, THE COUNTY MAY RETAIN ITS OWN DEFENSE COUNSEL AND THE OWNER WILL BE LIABLE FOR ALL REASONABLE SUCH COSTS. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW.

ARTICLE VII. DEFAULT AND REMEDIES

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or five (5) days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subparagraph (c). Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Public Improvements (or take any other action related to or in furtherance of same) while the County is in default under this Agreement).

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Notices.

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to County: Hays County Commissioners Court
Attn: Mark Kennedy, General Counsel
111 E San Antonio St
San Marcos, TX 78666
Facsimile: 512.393.2248

If to Owner: Lazy Oaks Ranch, LP
Attn: Bryan Lee
303 Colorado, Suite 2300
Austin, TX 78701
Facsimile: 512.457.8008

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steven C. Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: 512.404.2244

Section 8.02. Fee Arrangement /Administration of District

(a) The Owner agrees that it will pay all of the County's costs and expenses (including the County's third party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) ("**County PID Costs**"). Prior to closing of the Major Public Improvement PID Bonds, the County shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the County PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the County or on behalf of the County from proceeds of the PID Bonds. In addition to any County PID Costs pursuant to the preceding sentences, all fees of legal counsel related to the issuance of the Major Public Improvement PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the Major Public Improvement PID Bonds, will be paid at

closing from proceeds of the Major Public Improvement PID Bonds. Further, the Owner agrees that it will be responsible for paying the Administrative Expenses.

(b) The Owner shall be solely responsible for the costs associated with the issuance of any Future Major Public Improvement PID Bonds and Neighborhood Improvement PID Bonds. The terms of subparagraph (a) above shall apply to the Owner in the event that any Future Major Public Improvement PID Bonds and Neighborhood Improvement PID Bonds are issued.

(c) The County may enter into a separate agreement with an Administrator to administer the District after Closing. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 8.03. Assignment

(a) Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party so long as the assignee has demonstrated to the County's satisfaction that the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement. Owner shall provide the County thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Project so assigned.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

Section 8.04. Term of Agreement

This Agreement shall terminate on the date on which the County and Owner discharge all of their obligations hereunder; provided, that this Agreement shall automatically terminate on July 14, 2016, if the Major Public Improvement PID Bonds are not issued by such date. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Project Costs expended prior to the termination of this Agreement and/or dissolution of the District and remaining unpaid shall survive such termination and/or dissolution.

Section 8.05. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) Words importing a gender include either gender.

(b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.

(g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Public Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval, " "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 8.06. Table of Contents; Titles and Headings

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.07. Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 8.08. Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 8.09. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 8.10. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.11. Severability; Waiver

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.12. Owner as Independent Contractor

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the County.

Section 8.13. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and Indenture.

Section 8.14. Audit

The County Construction Representative or a finance officer of the County shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Owner, to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner with respect to any of the Public Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 8.15. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A	-	Definitions
Exhibit B	-	Property
Exhibit B-1	-	Neighborhood Improvement Areas
Exhibit C	-	Service and Assessment Plan
Exhibit D	-	Major Public Improvements
Exhibit D-1	-	Future Major Public Improvements
Exhibit D-2	-	City Utility Letter
Exhibit D-3	-	Typical Roadway Section
Exhibit E	-	Form of Certification for Payment
Exhibit F	-	Future Public Improvements
Exhibit G	-	Closing Disbursement Request
Exhibit H	-	Acquisition and Reimbursement Agreement

[Signature Pages to Follow]

Hays County, Texas

By: Bert Cobb
Name: BERT COBB
Title: COUNTY JUDGE

[Signatures Continue on Next Page]

LAZY OAKS RANCH, LP, a Texas limited partnership

By: Lazy Oaks GP, LLC, a Texas limited liability company,
Its general partner

By: _____
Name: _____
Title: _____

Exhibit "A"

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

"**Academy Road**" means that previously constructed road described as the Secondary Entry Road at Academy in the Service and Assessment Plan.

"**Acceptance Date**" means, with respect to a Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

"**Acquisition and Reimbursement Agreement**" means (whether one or more) an agreement that provides for construction and dedication of a Public Improvement (or Segment) to the County or City prior to the Owner being paid out of the applicable Neighborhood Improvement PID Bond proceeds, whereby all or a portion of the Actual Costs will be paid to Owner initially from Special Assessment Revenues (and ultimately from Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds) to reimburse the Owner for actual costs paid by the Owner that are eligible to be paid with PID Bond proceeds. The form of Acquisition and Reimbursement Agreement shall be reasonably acceptable to both County or City (as applicable) and Owner and substantially in accordance with the form attached hereto as Exhibit "H".

"**Actual Cost(s)**" means, with respect to the Public Improvements, the Owner's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the County and in an amount not to exceed the amount for each Public Improvements as set forth in the Service and Assessment Plan (subject to cost overruns in Section 5.01(e)). Actual Costs may include (a) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Public Improvements, (b) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvements, (c) Construction Management Fee, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Public Improvements, (f) all related permitting and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and all payments for Administrative Expenses after the date of a resolution authorizing such reimbursement, plus Interest, if any, at the lower of (x) the maximum interest rate permitted by the PID Act or (y) the interest rate of the Bonds calculated from the respective dates of the expenditures until the date of reimbursement therefore.

Actual Costs shall not include a construction management fee in an amount that exceeds an amount equal to the construction management fee amortized in equal monthly installments over the term of the appropriate construction management agreement. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the construction management fees are calculated.

"**Additional Neighborhood Improvement PID Bonds**" are, with respect to each individual Neighborhood Improvement Area, additional Neighborhood Improvement Bonds that may be issued periodically in the future subsequent to the issuance of the initial series of Neighborhood Improvement PID Bonds as such individual Neighborhood Improvement Areas of the Project is developed and requires financing of internal infrastructure improvements that benefit such individual Neighborhood Improvement Area. Special Assessments will be levied only on property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

"Administrator" has the meaning given in the Indenture.

"**Administrative Expenses**" means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Public Improvements, in accordance with the terms of this Agreement.

"**Agreement**" has the meaning given in the recitals to this Agreement.

"Annual Installment" shall have the meaning given in the Service and Assessment Plan.

"Appraisal" means the Appraisal of La Cima dated effective September 16, 2014, prepared by The Aegis Group, Inc.

"**Assessed Parcel**" means for any year, Parcels within the District other than Non-Benefited Property.

"**Assessment Order**" means each resolution adopted by the Commissioners Court levying the Special Assessments on the Property, as required by Article II of this Agreement.

"**Attorney General**" means the Texas Attorney General's Office.

"**Bond Counsel**" means Andrews Kurth, LLP or their successor.

"**Bond Improvement Account**" means an account established pursuant to an Indenture and into which the Trustee will deposit Bond Proceeds to be used for the construction of any Public Improvements.

"**Bond Issuance Costs**" means costs relating to the authorization, sale and issuance of the PID Bonds including, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, including its first annual administration fee, expenses incurred by the County or Owners in connection with the issuance of the PID Bonds (provided such expenses are defined as "issuance costs" under the Tax Code), the SAP Consultant's fees, bond (underwriter's) discount or underwriting fee, legal fees and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

"**Bond Issuance Request**" means written request made by Owner to the County in good faith as evidenced by Owner's expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

"**Bond Order**" shall mean the order or orders of the Commissioner's Court that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either by the terms of the Bond Order or an Indenture related to the PID Bonds.

"**Bond Proceeds**" shall have the meaning given to them in Section 6.02(i) hereof.

"**Certification for Payment**" means the certificate (whether one or more) in substantially the same form as Exhibit "E" attached hereto.

"**City**" means the City of San Marcos, Texas.

"**Closing Disbursement Request**" means the request (whether one or more) in substantially the same form as Exhibit "G" attached hereto.

"**Commissioners Court**" means the Commissioners Court of Hays County, Texas.

"**Construction Manager**" means initially the Owner, and thereafter subject to change in accordance with Section 3.04 of this Agreement. The County acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner's hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Section 3.04.

"**Construction Management Fee**" means 4% of the costs incurred by or on behalf of Owner for the construction of each Segment.

"**Cost of Issuance Account**" shall have the meaning given in the Indenture.

"**County**" means Hays County, Texas.

"**County Auditor**" means the County Auditor of the County or his/her designee.

"**County Construction Representative**" means the Director of Development and Community Services or such other person selected by the County to oversee the construction of the Public Improvements on behalf of the County.

"**Debt**" means any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the County related exclusively to the District.

"**Designated Successors and Assigns**" shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

"**District**" has the meaning given in the recitals to this Agreement.

"**Effective Date**" has the meaning given in the recitals to this Agreement.

"**Feasibility and Market Study Analysis**" means a study or update to a prior study that is prepared by a third party consultant acceptable to the County, prior to each issuance of PID Bonds, that analyzes the pricing and absorption assumptions included in the Service and Assessment Plan for a particular Phase in order to determine that such assumptions are consistent with the proposed assessments that will be levied against the property located within that particular Phase. It is hereby agreed that the Market Study dated December 1, 2014 prepared by 360 Real Estate Analytics shall serve as the "Feasibility and Market Study Analysis" for the Major Improvement PID Bonds.

"**Future Bond Tests**" means the additional investment and underwriting criteria which must be met prior to the issuance of PID Bonds (other than the Major Improvement PID Bonds which are being issued concurrently herewith) which are more particularly described in Section IV of the Service and Assessment Plan and an Indenture.

"**Future Major Public Improvement PID Bonds**" means additional Major Public Improvement PID Bonds that may be issued in the future that are issued subsequent to the issuance of the initial Major Public Improvement PID Bonds in order to fund Future Major Public Improvements.

"**Future Major Public Improvements**" means those Public Improvements that confer special benefit on the entire District and are to be financed with Future Major Improvement PID Bonds.

"**Indenture**" means the applicable Indenture of Trust between the County and a trustee relating to the issuance of a series of PID Bonds for financing costs of Public Improvements, as it may be amended from time to time.

"Initial County PID Costs" shall have the meaning given in Section 8.02 of this Agreement.

"Initial Owner Contribution" has the meaning given in Section 4.02(f) of this Agreement.

"**Initial Owner Expended Funds**" has the meaning given in Section 4.02(f) of this Agreement.

"Initial Reimbursement Payment" has the meaning given in Section 4.02(f) of this Agreement.

"Interest" shall mean the interest rate charged for the PID Bonds or such other interest rate as may be required by applicable law.

"Issue Date" means the date of the initial delivery of any of the PID Bonds.

"Landowner Improvement Account" means the separate and unique fund established by the County under such name pursuant to the Indenture wherein the Initial Owner Contribution will be deposited as described in Section 5.02 hereof.

"**Major Public Improvement PID Bonds**" means those certain Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project) that are secured by Special Assessments levied on an Assessed Parcel in order to fund Major Public Improvements.

"**Major Public Improvements**" means those Public Improvements that confer special benefit on the entire District and are to be financed with Major Improvement PID Bonds, and as further described in Exhibit D attached hereto.

"**Neighborhood Improvement Areas**" means one or more Parcels that are anticipated to be developed in the same general time period as generally depicted on Exhibit B-2 attached hereto. The depiction of the Neighborhood Improvement Areas on Exhibit B-2 is for illustrative purposes only and is subject to adjustment; as such Neighborhood Improvement Areas may be adjusted over time. The Parcels within an Neighborhood Improvement Area will be assessed in connection with the issuance of Neighborhood Improvement PID Bonds for the Neighborhood Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Parcels within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

"**Neighborhood Improvement PID Bonds**" means PID Bonds that may be issued periodically in the future as individual Neighborhood Improvement Areas of the Project are developed and require financing of internal infrastructure improvements that benefit each given Neighborhood Improvement Area. Special Assessments will be levied only on Property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

"**Neighborhood Public Improvements**" means those Public Improvements constructed that benefit any designated Neighborhood Improvement Area within the District, financed with Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds and that confer a special benefit upon property within that Neighborhood Improvement Area.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from the Public Improvements, including Owner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed.

"**Notice**" means any notice, writing, or other communication given under this Agreement.

"**Owner**" has the meaning given in the recitals to this Agreement.

"Owner's Association" means a homeowner's association or property owner's association.

"Owner Association Property" means property within the boundaries of the District that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner's Association established for the benefit of a group of homeowners or property owners within the District.

"**Owner Continuing Disclosure Agreement**" shall have the meaning given in the Indenture or any purchase agreement relating to the sale of the PID Bonds.

"**Owner Contribution**" has the meaning given in Section 4.03(f).

"**Owner Expended Funds**" has the meaning given in Section 4.03(c).

"Parcel" means a property identified by either a tax map identification number assigned by the Hays County Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Hays County, or by any other means determined by the County.

"**Party**" means the Owner or the County, as parties to this Agreement, and "**Parties**" means collectively, the Owner and the County.

"**Payment Request**" means the document to be provided by the Owner to substantiate the Actual Cost of one or more Segments.

"**PID Act**" means Chapter 372, Local Government Code, as amended.

"PID Bond Order" means and refers to the order(s) of the Commissioners Court that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of the bond order or a trust indenture related to the PID Bonds.

"PID Bond Security" means the funds that are to be pledged in or pursuant to the PID Bond Order or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Special Assessments, including earnings and income derived from the investment or deposit of Special Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

"**PID Bonds**" means the special assessment revenue bonds to be issued by the County, in one or more series, to finance the Public Improvements that confer special benefit on the land within the District, which may include funds for any required reserves and amounts necessary to pay the PID Bond issuance costs, and to be secured by the revenues and funds pledged under an Indenture, consisting primarily of the Special Assessments, pursuant to the authority granted in the PID Act, and as described by this Agreement for the purposes of (i) financing the costs of Public Improvements and related costs and (ii) reimbursing the Owner for Actual Costs paid prior to the issuance of the PID Bonds. This term is used to collectively refer to the Major Improvement PID Bonds, the Future Major Improvement PID Bonds, the Neighborhood Improvement PID Bonds and the Additional Neighborhood Improvement PID Bonds throughout this Agreement.

"Pledged Revenue Fund" means the separate and unique fund established by the County under such name pursuant to the Indenture wherein the Special Assessment Revenues are deposited.

"Prepayment" means the payment of all or a portion of a Special Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of a Special Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Special Assessment.

"**Prime**" means the prime rate as reported by *The Wall Street Journal.*

"Principal and Interest Account" means the separate and unique account established by the County within the Bond Fund under such name pursuant to the Indenture where the portion of the Special Assessment Revenue allocated to the payment of debt service on the PID Bonds shall be deposited as set forth in Section 2.03 hereof.

"**Project**" has the meaning given in the recitals to this Agreement.

"**Project Costs**" means the total of all Actual Costs.

"**Project Engineer**" means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Bowman Consulting.

"**Project Fund**" means the separate and unique fund established by the County under such name pursuant to the Indenture as described in Section 5.02 hereof.

"**Property**" has the meaning given in the recitals to this Agreement.

"**Public Improvements**" means collectively the Major Public Improvements described in Exhibit "D", Future Major Public Improvements described in Exhibit "D-1" and Neighborhood Public Improvements described in Exhibit "F", together with any and all of the improvements which are included in the Service and Assessment Plan as such plan is amended and updated from time to time.

"Public Property" means property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, or through a public utility easement.

"**Regulatory Requirements**" means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any regulatory authority, state, federal or other, having jurisdiction over the Public Improvements, as adjusted by the Development Agreement.

"Reimbursement Payment" has the meaning given in Section 4.03(c).

"SAP Consultant" means Development Planning & Financing Group, Inc.

"**Segment" or "Segments**" means the discrete portions of the Public Improvements identified as such.

"**Service and Assessment Plan**" means the La Cima Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time), to be initially adopted by the Commissioners Court in the Assessment Order for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

"**Special Assessments**" means the assessments levied against properties in the District, as provided for in the applicable Assessment Order and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

"**Special Assessment Revenues**" means money collected by or on behalf of the County from any one or more of the following: (i) a Special Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in the Indenture), and (iv) Foreclosure Proceeds (as defined in the Indenture).

"**State**" means the State of Texas.

"**Subdivision Ordinance**" means the Hays County Subdivision and Development Regulations in effect as of the Effective Date.

"**Tax Certificate**" shall have the meaning given in Section 6.02(i) hereof.

"**Tax Code**" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"**Transfer**" shall have the meaning given in Section 2.05(d) hereof.

"**Transferee**" shall have the meaning given in Section 2.05(d) hereof.

"**Trustee**" means the trustee under the Indenture, and any successor thereto permitted under such Indenture and any other Trustee under a future Indenture.

"**Underwriter**" means Jefferies, LLC.

"**Unpaid Balance**" shall have the meaning given in the applicable Acquisition and Reimbursement Agreement.

Exhibit "B"

PROPERTY DESCRIPTION FOR PROJECT

Legal Description

TRACT "A": 649.592 ACRES

649.592 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, AND THE JOHN MAXIMILIAN, JR. SRUVEY NO. 15, ABSTRACT NO. 299, ALL OF HAYS COUNTY, TEXAS; SAID 649.592 ACRES DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM FROST BANK (FORMERLY KNOWN AS FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED, TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "B": 1388.17 ACRES

1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "C": 8.73 ACRES

8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OFHAYS COUNTY, TEXAS.

TRACT "D" 23.823 ACRES

AS DESCRIBED ON EXHIBIT A-1 ATTACHED HERETO.

SAVE AND EXCEPT THE PROPERTY DESCRIBED ON EXHIBIT B AND C.

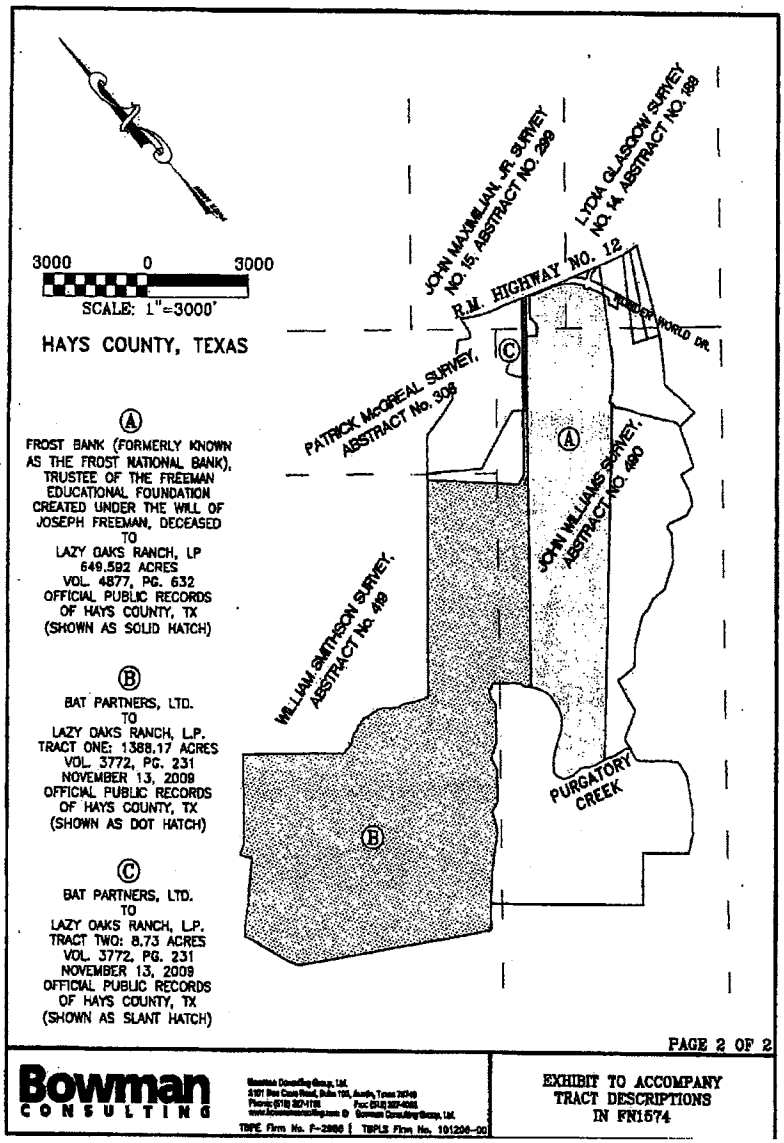

3000 0 3000
SCALE: 1"=3000'
HAYS COUNTY, TEXAS
Ⓐ
FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED
TO
LAZY OAKS RANCH, LP
649.592 ACRES
VOL. 4877, PG. 632
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS SOLID HATCH)
Ⓑ
BAT PARTNERS, LTD.
TO
LAZY OAKS RANCH, L.P.
TRACT ONE: 1388.17 ACRES
VOL. 3772, PG. 231
NOVEMBER 13, 2009
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS DOT HATCH)
Ⓒ
BAT PARTNERS, LTD.
TO
LAZY OAKS RANCH, L.P.
TRACT TWO: 8.73 ACRES
VOL. 3772, PG. 231
NOVEMBER 13, 2009
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS SLANT HATCH)
JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299
LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 189
R.M. HIGHWAY NO. 12
PATRICK McGREAL SURVEY, ABSTRACT No. 308
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
PURGATORY CREEK
PAGE 2 OF 2
Bowman CONSULTING
EXHIBIT TO ACCOMPANY
TRACT DESCRIPTIONS
IN FN1574

EXHIBIT A-1

Tract "D"

23.823 Acres
John Williams Survey, A-459
Patrick McCreel Survey, A-305
William Smithson Survey, A-419
Hays County, Texas

Job No. 5356-01-003
FN(1668(dw)
Page 1 of 3

FIELD NOTES DESCRIPTION

[redacted]

THENCE with the east line of said 48.29 acre tract and the irregular north line of said 1368.17 acre tract, with the east line of this tract described herein, the following two (2) courses and distances:

1. S 43°28'03" W, a distance of 1703.68 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point on the east line of said 48.29 acre tract and an angle point on the irregular north line of said 1368.17 acre tract, and

2. S 71°00'03" W, a distance of 282.83 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the southeast corner of said 48.29 acre tract and an angle point on the irregular north line of said 1368.17 acre tract, for the southeast corner of the tract described herein;

[redacted]

THENCE N 71°48'34" E, leaving the irregular north line of said 1368.17 acre tract and through the interior of said 48.29 acre tract, with the west line of the tract described herein, a distance of 2170.89 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set on the irregular north line of said 48.29 acre tract, same being on the irregular south line of said 200.00 acre remainder tract, from which a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point on the irregular north line of said 48.29 acre tract and

an angle point in the irregular south line of said 200.00 acre remainder tract, bears N 46°30'58" W, a distance of 276.87 feet;

THENCE S 46°30'58" E, with the irregular north line of said 48.29 acre tract and the irregular south line of said 200.00 acre remainder tract, with the north line of the tract described herein, a distance of 22.48 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1568(clw)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL, at Austin, Travis County, Texas, on this 25th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6338 – State of Texas

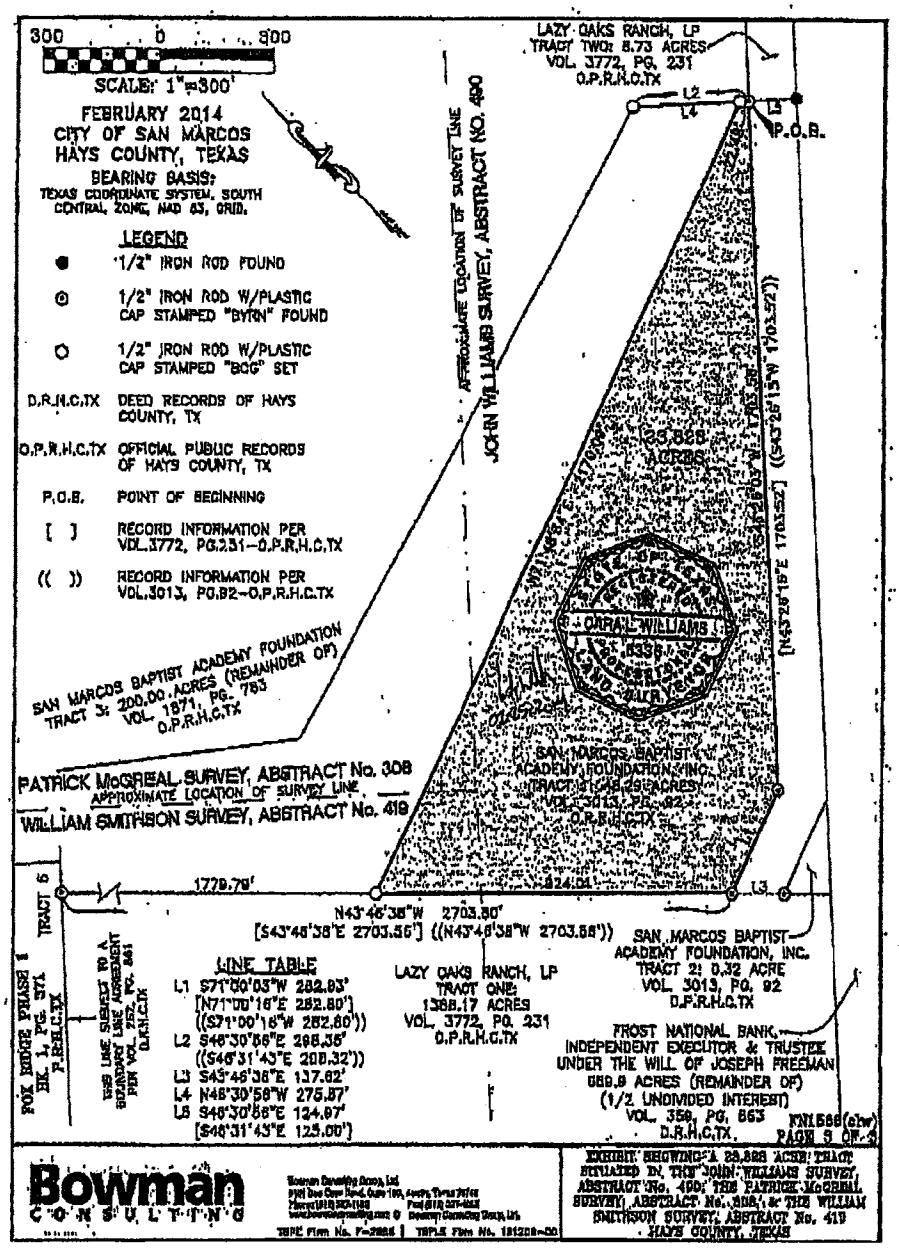

300 0 300
SCALE: 1"=300'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BOG" SET
D.R.H.C.TX DEED RECORDS OF HAYS COUNTY, TX
O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX
P.O.B. POINT OF BEGINNING
[ ] RECORD INFORMATION PER VOL.3772, PG.231-O.P.R.H.C.TX
(( )) RECORD INFORMATION PER VOL.3013, PG.92-O.P.R.H.C.TX
LAZY OAKS RANCH, LP
TRACT TWO: 8.73 ACRES
VOL. 3772, PG. 231
O.P.R.H.C.TX
P.O.B.
APPROXIMATE LOCATION OF SURVEY LINE
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
23.826 ACRES
[N43°26'15"W 1703.52']
((N43°26'15"W 1703.52'))
SAN MARCOS BAPTIST ACADEMY FOUNDATION
TRACT 3: 200.00 ACRES (REMAINDER OF)
VOL. 1871, PG. 783
O.P.R.H.C.TX
PATRICK McGREAL SURVEY, ABSTRACT No. 308
APPROXIMATE LOCATION OF SURVEY LINE
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TRACT 1: 48.29 ACRES
VOL. 3013, PG. 92
O.P.R.H.C.TX
1779.79'
824.01'
N43°46'38"W 2703.80'
[S43°46'38"E 2703.55'] ((N43°46'38"W 2703.55'))
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TRACT 2: 0.32 ACRE
VOL. 3013, PG. 92
O.P.R.H.C.TX
TRACT 6
FOX RIDGE PHASE I
EN. 14, PG. 371
P.R.H.C.TX
THIS LINE SUBJECT TO A BOUNDARY LINE AGREEMENT FILED VOL. 752, PG. 861 O.R.H.C.TX
LINE TABLE
L1 S71°00'03"W 282.93'
[N71°00'16"E 282.80']
((S71°00'16"W 282.80'))
L2 S46°30'58"E 298.35'
((S46°31'43"E 298.32'))
L3 S43°46'38"E 137.62'
L4 N46°30'58"W 275.87'
L5 S46°30'58"E 124.97'
[S46°31'43"E 125.00']
LAZY OAKS RANCH, LP
TRACT ONE:
1388.17 ACRES
VOL. 3772, PG. 231
O.P.R.H.C.TX
FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN
889.8 ACRES (REMAINDER OF)
(1/2 UNDIVIDED INTEREST)
VOL. 350, PG. 863
D.R.H.C.TX.
FN1588(clw)
PAGE 5 OF 5
Bowman CONSULTING
TBPE Firm No. F-2865 | TBPLS Firm No. 101208-00
EXHIBIT SHOWING A 23.826 ACRE TRACT SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490; THE PATRICK McGREAL SURVEY, ABSTRACT No. 308; & THE WILLIAM SMITHSON SURVEY, ABSTRACT No. 419 HAYS COUNTY, TEXAS

EXHIBIT B

Save and Except

23.823 Acres
William Smithson Survey, A-419
Hays County, Texas

Job No. 5956-01-003
FN1571(clw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 1388.17 ACRE TRACT DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Bym" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southwest corner of that called 48.29 acre tract described as "Tract 1" in the Special Warranty Deed to San Marcos Baptist Academy Foundation, Inc., of record in Volume 3013, Page 62, Official Public Records of Hays County, Texas, same being on the east line of Tract 6, Fox Ridge Phase 1, a subdivision of record in Book 1, Page 371, Plat Records of Hays County, Texas, said east line of said Tract 6 being subject to a Boundary Line Agreement of record in Volume 282, Page 881, Deed Records of Hays County, Texas, for the northernmost corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod found, being an angle point on the irregular north line of said 48.29 acre tract, same being the westernmost corner of the remainder of that certain 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 763, Official Public Records of Hays County, Texas, same being on the east line of Tract 6 of said Fox Ridge Phase 1, bears N 43°44'00" E, a distance of 177.29 feet;

THENCE S 43°46'38" E, leaving the east line of said Tract 6, with portions of the irregular north line of said 1388.17 acre tract and the south line of said 48.29 acre tract, with the north line of the herein described tract, a distance of 1267.55 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the northeast corner of the tract described herein, from which a 1/2" iron rod with plastic cap stamped "Bym" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southeast corner of said 48.29 acre tract, bears S 43°46'38" E, a distance of 1438.12 feet;

THENCE leaving the south line of said 48.29 acre tract and through the interior of said 1388.17 acre tract, with the south and west lines of the tract described herein, the following two (2) courses and distances:

1. S 64°20'56" W, a distance of 706.14 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the southeast corner of the tract described herein, and

2. N 71°50'54" W, a distance of 1128.48 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 1388.17 acre tract, same being on the east line of Tract 16 of said Fox Ridge Phase 1, for the southwest corner of the tract described herein;

THENCE N 43°44'00" E, with portions of the west line of said 1388.17 acre tract and the east lines of said Tracts 6 and 16, with the west line of the tract described herein, passing at a distance of 610.86 feet a 1/2 inch iron rod found being the common east corner of said Tracts 6 and 16, and continuing for a total distance of 1203.29 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1571(clw)

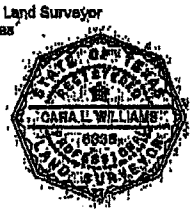
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 13th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6336 – State of Texas



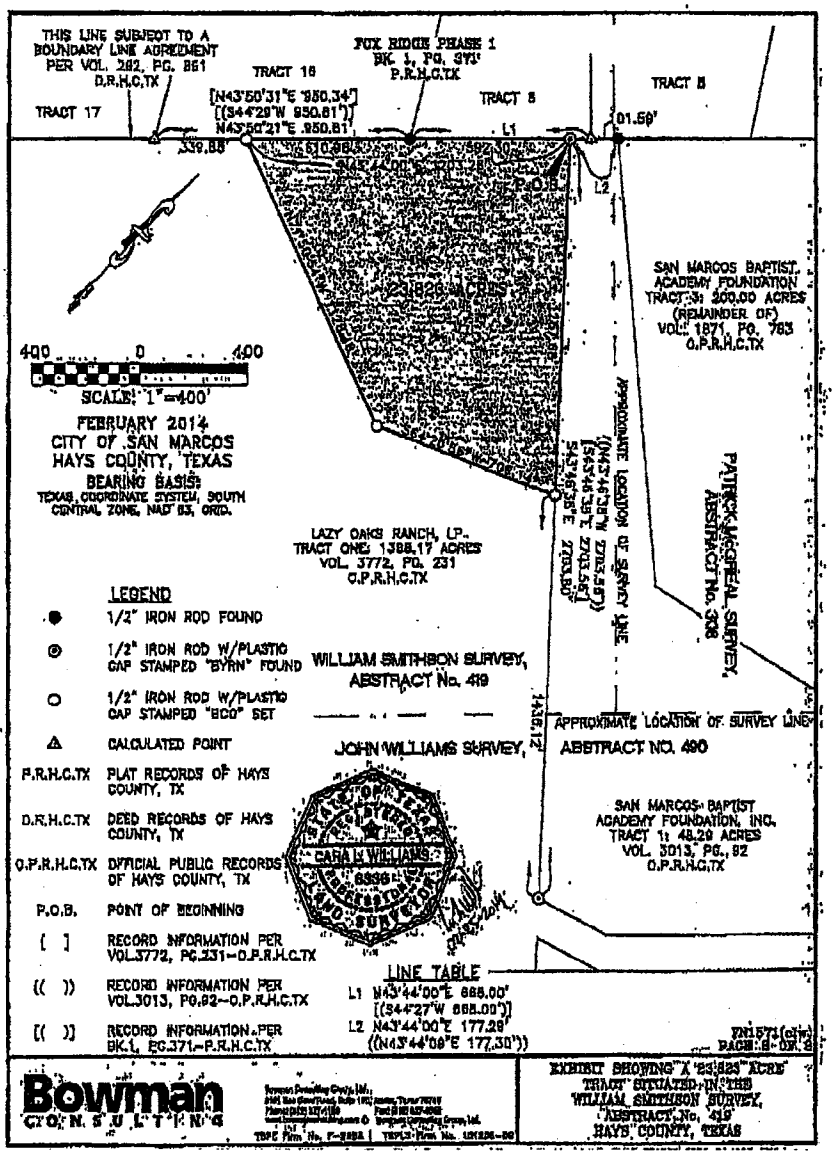

THIS LINE SUBJECT TO A BOUNDARY LINE AGREEMENT PER VOL. 282, PG. 851 D.R.H.C.TX
TRACT 17
TRACT 16
[N43°50'31"E 950.34']
[(S44°29'W 950.81')]
N43°50'21"E 950.81'
FOX RIDGE PHASE 1 BK. 1, PG. 371 P.R.H.C.TX
TRACT 5
TRACT 6
339.88'
510.98'
L1
01.59'
P.O.B.
L2
SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3: 200.00 ACRES (REMAINDER OF) VOL. 1871, PG. 783 O.P.R.H.C.TX
400 0 400
SCALE: 1"=400'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
LAZY OAKS RANCH, LP. TRACT ONE: 1388.17 ACRES VOL. 3772, PG. 231 O.P.R.H.C.TX
APPROXIMATE LOCATION OF SURVEY LINE
(N43°44'00"E 2705.45')
[S43°44'00"W 2705.50']
2705.50'
PATRICK McGREAL SURVEY, ABSTRACT No. 338
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
1436.12'
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TRACT 1: 48.29 ACRES VOL. 3013, PG. 92 O.P.R.H.C.TX
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
CALCULATED POINT
P.R.H.C.TX PLAT RECORDS OF HAYS COUNTY, TX
D.R.H.C.TX DEED RECORDS OF HAYS COUNTY, TX
O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX
P.O.B. POINT OF BEGINNING
[ ] RECORD INFORMATION PER VOL.3772, PG.231-O.P.R.H.C.TX
(( )) RECORD INFORMATION PER VOL.3013, PG.92-O.P.R.H.C.TX
[( )] RECORD INFORMATION PER BK.1, PG.371-P.R.H.C.TX
STATE OF TEXAS
CARA W. WILLIAMS
6396
REGISTERED
LAND SURVEYOR
LINE TABLE
L1 N43°44'00"E 885.00'
[(S44°27'W 885.00')]
L2 N43°44'00"E 177.26'
((N43°44'00"E 177.30'))
FN1571(clw)
PAGE 1 OF 2
Bowman CONSULTING
TBPE Firm No. F-2982 | TBPLS Firm No. 10128500
EXHIBIT SHOWING "A" 23.823 ACRE TRACT SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT No. 419 HAYS COUNTY, TEXAS

EXHIBIT C

Save and Except

2.457 Acres
John Maximilian, Jr. Survey No. 18, A-299
John Williams Survey, A-480
Hays County, Texas

Job No. 5955-01-003
FN1598(dlw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.457 ACRES OF LAND SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY NO. 18, ABSTRACT NO. 299 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 480, BOTH OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 8.73 ACRE TRACT DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM RAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P. OF RECORD IN VOLUME 3172, PAGE 201, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.457 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Bym" found in the south right-of-way line of R.M. Highway No. 12 (R.O.W. varies), being the common north corner of said 8.73 acre tract and that called 0.112 acre tract described as "Parcel 80" in the Deed to the County of Hays of record in Volume 4380, Page 30, Official Public Records of Hays County, Texas, for the northwest corner and POINT OF **BEGINNING** of the tract described herein, from which a TXDOT type I concrete monument found in the south right-of-way line of R.M. Highway No. 12, being an angle point in the north line of the remainder of that called 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 763, Official Public Records of Hays County, Texas, bears N 66°45'57" W, a distance of 989.70 feet;

THENCE S 66°45'57" E, with the south right-of-way line of R.M. Highway No. 12 and the north line of said 8.73 acre tract, with the north line of the tract described herein, a distance of 133.15 feet to a 1/2 inch iron rod with plastic cap stamped "Bym" found, being the common north corner of said 8.73 acre tract and that called 0.005 acre tract described as "Parcel 83" in the Deed to the County of Hays of record in Volume 4380, Page 30, Official Public Records of Hays County, Texas, for the northeast corner of the tract described herein, from which a 1/2 iron rod found in the south right-of-way line of R.M. Highway No. 12, being the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1080, Page 676, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 85" in the Special Warranty Deed to the County of Hays of record in Volume 4264, Page 611, Official Public Records of Hays County, Texas, bears S 66°46'57" E, a distance of 119.39 feet;

THENCE leaving the south right-of-way line of R.M. Highway No. 12, with the west line of said 0.005 acre tract, also with portions of the east line of said 8.73 acre tract and the west line of said 200.00 acre remainder tract, with a portion of the east line of the tract described herein, the following two (2) courses and distances:

1. S 43°26'39" W, a distance of 69.67 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point in the east line of said 8.73 acre tract, and
2. S 13°09'29" W, a distance of 23.96 feet to a 1/2 inch iron rod with plastic cap stamped "Bym" found, being an angle point in the east line of said 8.73 acre tract, also being on the east line of said 200.00 acre remainder tract and the west line of said 4.337 acre tract;

THENCE S 43°22'26" W, continuing with a portion of the east line of said 8.73 acre tract, also with a portion of the west line of said 4.337 acre tract, with a portion of the east line of the tract described herein, a distance of 979.24 feet to a 1/2 inch iron rod found, being the southwest corner of said 4.337 acre tract, same being an angle point in the west line of the remainder of that called 659.9 acre tract (1/2 undivided interest) described in the Special Warranty Deed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman (Deceased), of record in Volume 359, Page 983, Deed Records of Hays County, Texas, for the southeast corner of the tract described herein;

THENCE through the interior of said 8.73 acre tract, with the south line of the tract described herein, the following two (2) courses and distances:

1. N 46°37'22" W, a distance of 15.61 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the beginning of a curve to the left, and

2. with the arc of said curve, having a radius of 500.00 feet, an arc length of 341.10 feet, and a chord which bears N 24°06'50" E, a distance of 334.52 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, for the southwest corner of the tract described herein;

THENCE with portions of the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, and the east line of said 0.112 acre tract, with the west line of the tract described herein, the following three (3) courses and distances:

1. N 43°28'43" E, a distance of 628.80 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,

2. N 13°24'39" E, a distance of 24.00 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,

3. N 43°28'00" E, a distance of 57.11 feet to the POINT OF BEGINNING and containing 2.467 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1566(clw)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Cera L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 25th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cera L. Williams
Registered Professional Land Surveyor
No. 6356 – State of Texas

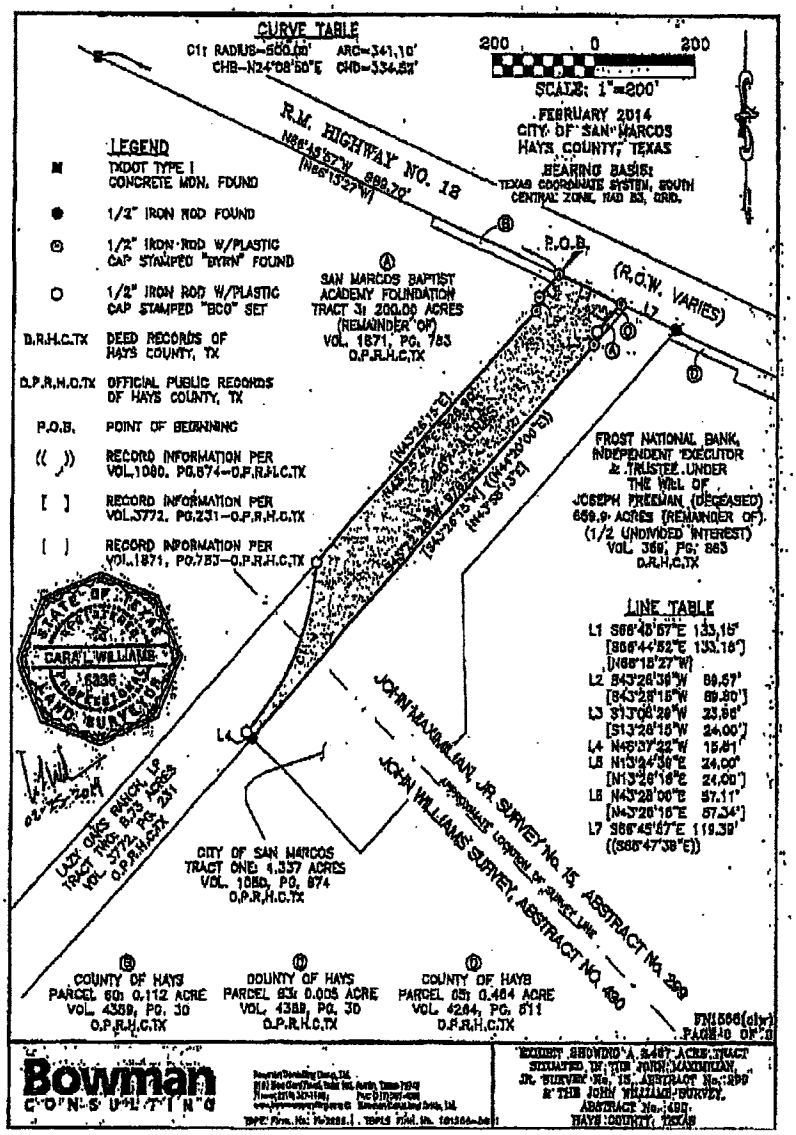

CURVE TABLE
C1: RADIUS=550.00' ARC=341.10'
CHB=N24°08'50"E CHD=334.52'
200 0 200
SCALE: 1"=200'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
R.M. HIGHWAY NO. 12
N66°45'57"W 869.70'
[N66°13'27"W]
(R.O.W. VARIES)
P.O.B.
LEGEND
TXDOT TYPE I CONCRETE MON. FOUND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
D.R.H.C.TX DEED RECORDS OF HAYS COUNTY, TX
O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX
P.O.B. POINT OF BEGINNING
(( )) RECORD INFORMATION PER VOL.1080, PG.874-O.P.R.H.C.TX
[ ] RECORD INFORMATION PER VOL.3772, PG.231-O.P.R.H.C.TX
[ ] RECORD INFORMATION PER VOL.1871, PG.783-O.P.R.H.C.TX
A SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3: 200.06 ACRES (REMAINDER OF) VOL. 1871, PG. 783 O.P.R.H.C.TX
FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED) 659.9 ACRES (REMAINDER OF) (1/2 UNDIVIDED INTEREST) VOL. 366, PG. 863 O.R.H.C.TX
LINE TABLE
L1 S66°45'57"E 133.15'
[S66°44'52"E 133.16']
[N68°15'27"W]
L2 S43°28'36"W 89.57'
[S43°28'15"W 89.80']
L3 S13°06'29"W 23.86'
[S13°28'15"W 24.00']
L4 N46°37'22"W 15.81'
L5 N13°24'36"E 24.00'
[N13°28'15"E 24.00']
L6 N43°28'00"E 57.11'
[N43°28'15"E 57.34']
L7 S66°45'57"E 119.39'
((S65°47'38"E))
STATE OF TEXAS
CARL L. WILLIAMS
6336
REGISTERED
LAND SURVEYOR
LAZY ONE RANCH, LP TRACT ONE: 81.73 ACRES VOL. 3772, PG. 231 O.P.R.H.C.TX
CITY OF SAN MARCOS TRACT ONE: 1.337 ACRES VOL. 1080, PG. 874 O.P.R.H.C.TX
JOHN MAXIMILIAN, JR. SURVEY, No. 15, ABSTRACT No. 399
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
APPROXIMATE LOCATION OF PROPERTY LINE
B COUNTY OF HAYS PARCEL 60: 0.112 ACRE VOL. 4389, PG. 30 O.P.R.H.C.TX
D COUNTY OF HAYS PARCEL 63: 0.005 ACRE VOL. 4389, PG. 30 O.P.R.H.C.TX
C COUNTY OF HAYS PARCEL 65: 0.484 ACRE VOL. 4284, PG. 511 O.P.R.H.C.TX
FN:1566(alw)
PAGE 10 OF 10
Bowman
CONSULTING
EXHIBIT SHOWING A 2.487 ACRE TRACT SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY No. 15, ABSTRACT No. 399 & THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490, HAYS COUNTY, TEXAS

Exhibit "B-1"

NEIGHBORHOOD IMPROVEMENT AREAS

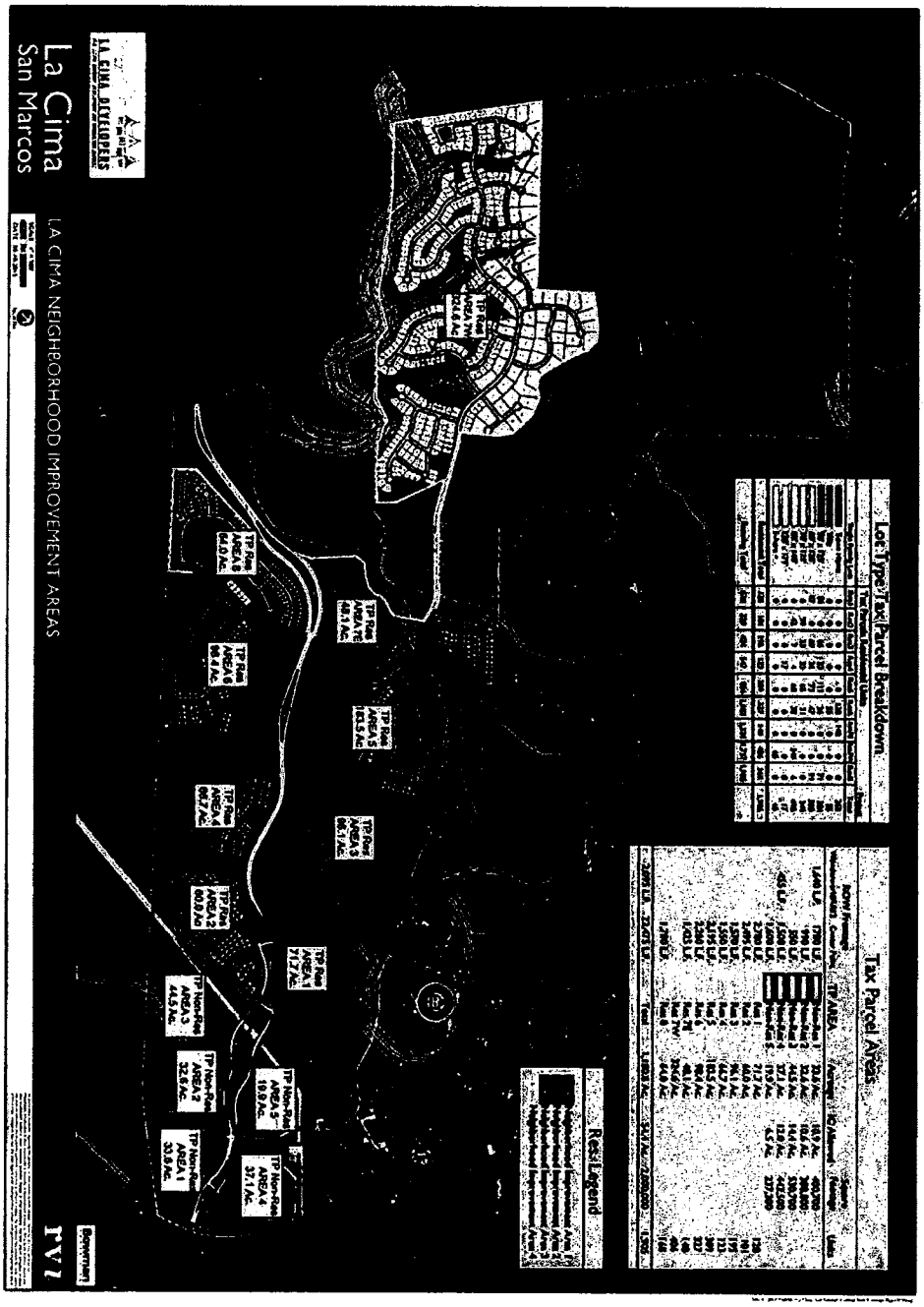


Exhibit "C"

SERVICE AND ASSESSMENT PLAN

La Cima
Public Improvement District

Service and Assessment Plan

7/21/15

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On September 23, 2014, (the "**Creation Date**") the Hays County Commissioners Court approved that certain "Petition for the Creation of a Public Improvement District to Finance Improvements for La Cima" which authorized the creation of the La Cima Public Improvement District (the "**PID**") to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is located within the jurisdiction of Hays County, Texas (the "**County**"). Certain development standards have been established for the property within the PID under and pursuant to the terms and conditions of that certain Amended and Restated Development Agreement dated September 16, 2014 and recorded in Document No. 2014-14032062 of the Official Public Records of Hays County (the "Development Agreement").

Chapter 372 of the Texas Local Government Code (as amended, the "**PID Act**"), governs the creation of public improvement districts within the counties of the State of Texas. This Service and Assessment plan was prepared pursuant to the PID Act. The PID Act requires that a Service and Assessment Plan "cover a period of five years and ... define the annual indebtedness and the projected costs for improvements." It also requires the plan be reviewed and updated annually for the purpose of determining the annual budget for improvements. The details regarding the service for the PID are described in more detail in Section V herein.

The Special Assessment Roll for the PID is attached hereto as **Appendix A**, and is addressed in Section VIII. The Special Assessments as shown on the Assessment Roll are based on the method for establishing and levying the Special Assessment described in Sections V and VII.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

"**Acquisition and Reimbursement Agreement**" means (whether one or more) an agreement that provides for construction and dedication of a Public Improvement to the County or City prior to the Landowner being paid out of the applicable Neighborhood Improvement PID Bond proceeds, whereby all or a portion of the Actual Costs will be paid to Landowner initially from Special Assessment Revenues (and ultimately from Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds) to reimburse the Landowner for Actual Costs paid by the Landowner that are eligible to be paid with PID Bond proceeds. The form of Acquisition and Reimbursement Agreement shall be reasonably acceptable to both County and Landowner and substantially in accordance with the form attached as **Exhibit "H" to the PID Financing**

Agreement. It is intended that Acquisition and Reimbursement Agreements will be used in connection with Neighborhood Improvement PID Bonds.

"**Actual Cost(s)**" means, with respect to a Public Improvement, the Landowner's demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement, as specified in a payment request in a form that has been reviewed and approved by the County and in an amount not to exceed the amount for each Public Improvement as set forth in the Service and Assessment Plan (subject to cost overruns in Section 5.01(e) of the PID Financing Agreement). Actual Cost may include (a) the costs incurred by or on behalf of the Landowner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred by or on behalf of the Landowner in preparing the plans for such Public Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvement, (d) a construction management fee of 4.0% of the costs incurred by or on behalf of the Landowner for the construction of such Public Improvement if the Landowner is serving as the Construction Manager, (e) the costs incurred by or on behalf of the Landowner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Public Improvements (f) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Public Improvements, (g) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and all payments for Administrative Expenses after the date of a resolution authorizing such reimbursement, plus interest, if any, at the lower of (x) the maximum interest rate permitted by the PID Act or (y) the interest rate of the applicable PID Bonds calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"**Additional Interest**" means the additional interest rate charged on Special Assessments, pursuant to Section 372.018 of the PID Act. The funds generated from the Additional Interest may be used as described in the Assessment Plan and may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%).

"**Additional Neighborhood Improvement PID Bonds**" are, with respect to each individual Neighborhood Improvement Area, additional Neighborhood Improvement Bonds that may be issued periodically in the future subsequent to the issuance of Neighborhood Improvement PID Bonds as individual Neighborhood Improvement Areas of the Project are developed and require financing of internal infrastructure improvements that benefit each associated Neighborhood Improvement Area. Special Assessments will be levied only on property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

"**Administrative Expenses**" means the following actual or budgeted costs, as applicable, related to the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Public Improvements, in accordance with the terms of this Agreement.

"**Administrator**" means the employee or such other third party designee of the County, identified in any Indenture relating to the PID Bonds or any other agreement approved by the County Commissioners Court, who shall have the responsibilities provided for herein.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the outstanding PID Bonds in such Bond Year, assuming that the outstanding PID Bonds are retired as scheduled (including by reason of sinking fund installments), and (ii) the principal amount of the outstanding PID Bonds due in such Bond Year (including any sinking fund Installments due in such Bond Year).

"**Annual Installments**" means, with respect to each Assessed Parcel, each annual payment of the: (i) the Special Assessment (including the principal of and interest on), as shown on the Special Assessment Roll attached hereto as **Appendix A**, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) Administrative Expenses, and (iii) the Additional Interest.

"**Annual Service Plan Update**" means the annual review and update of the Service and Assessment Plan required by the PID Act and as set forth in Section V of this Service and Assessment Plan.

"Appraisal" means the Appraisal of La Cima dated effective September 16, 2014, prepared by The Aegis Group, Inc.

"Appraised Value – Additional Neighborhood Improvement PID Bonds" means the values for each Assessed Parcel as set forth in an appraisal or other third party valuation acceptable to the County in connection with the proposed issuance of Additional Neighborhood Improvement PID Bonds.

"Appraised Value – Future Major Public Improvement PID Bonds" means the values for each Assessed Parcel as set forth in an appraisal or other third party valuation acceptable to the County in connection with the proposed issuance of Future Major Public Improvement PID Bonds.

"Appraised Value – Major Public Improvement PID Bonds" means the values for each Assessed Parcel as set forth in the Appraisal.

"Appraised Value – Neighborhood Improvement PID Bonds" means the values for each Assessed Parcel as set forth in an appraisal or other third party valuation acceptable to the County in connection with the proposed issuance of Neighborhood Improvement PID Bonds.

"**Assessed Parcel(s)**" means each respective parcel, other than Non-Benefitted Property, of land located within the PID, described by metes and bounds, by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the County, against which a Special Assessment is levied by the Assessment Order in accordance with the Service and Assessment Plan.

"Assessed Value" means, for use in determining the Special Assessments as described in **Section V** of this SAP, the estimated value for purposes of the collection of ad valorem taxes, as determined by the Landowner, of a Parcel or a Lot upon its final development with a completed home or completed commercial structure.

"**Assessment Order**" means each order adopted by the County Commissioners Court approving the Service and Assessment Plan (or such amendments and supplements to the Service and Assessment Plan) and levying the Special Assessments, as required by **Article II of the PID Financing Agreement.**

"**Assessment Roll**" means the document included in this Service and Assessment Plan as **Appendix A**, as updated, modified, supplemented or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"**Authorized Improvements**" means the improvements identified and authorized under Section 372.003 of the PID Act.

"Bond Issuance Costs" means costs relating to the authorization, sale and issuance of the PID Bonds including, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Trustee, including its first annual administration fee, expenses incurred by the County or Landowners in connection with the issuance of the PID Bonds, the SAP Consultant's fees, bond (underwriter's) discount or underwriting fee, legal fees and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the PID Bonds and other costs, charges and fees in connection with the issuance of the PID Bonds.

"Bond Year" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"**City**" means City of San Marcos, Texas.

"**County**" means Hays County, Texas.

"**County Commissioners Court**" or "**Commissioners Court**" means the duly elected governing body of the County.

"Delinquency Reserve Requirement" means an amount equal to 5.0% of the principal amount of the Outstanding Bonds, which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund, but in no event shall the annual collections be more than 0.30% higher than the interest rate on the PID Bond or an amount as otherwise set forth in the applicable Indenture.

"**Delinquent Collection Costs**" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Parcel, including attorney's fees.

"Developer" means La Cima San Marcos, LLC, an affiliate of the Landowner and a Texas limited liability company or its assignees or affiliates.

"First Phase Residential Parcels" means one or more individual Assessed Parcels within the PID which are expected to be developed in the first phases of the Project. At the time of the issuance of the Major Public Improvement PID Bonds, the Parcels designated as First Phase Residential Parcels are Residential Parcels 1–4 as depicted on **Appendix F** attached hereto.

"**Future Major Public Improvement PID Bonds**" means additional Major Public Improvement PID Bonds that may be issued in the future that are secured by Special Assessments levied on an Assessed Parcel and issued subsequent to the Major Public Improvement PID Bonds in order to fund Future Major Public Improvements.

"**Future Major Public Improvements**" means those Public Improvements that confer special benefit on the entire District and are to be financed with Future Major Public Improvement PID Bonds as shown in **Table III-B.**

"Future PID Bond Tests" means the additional investment and underwriting criteria which must be met prior to the issuance of PID Bonds (other than the Major Public Improvement PID Bonds which are being issued concurrently herewith) which are more particularly described in Section IV herein.

"**Indenture**" means the applicable Indenture of Trust between the County and trustee relating to the issuance of a series of PID Bonds for financing costs of Public Improvements, as it may be amended from time to time.

"**La Cima**" **or** "**Project**" means the approximately 2,044 acres of land located in Hays County, Texas. The Project is contained within the area depicted on Table II-A. In addition, the Project is located within the extra-territorial jurisdiction of the City of San Marcos, Texas.

"**Landowner(s)**" means Lazy Oaks Ranch, LP or its successors or assignees.

"Landowner Agreement" means, with respect to the Major Public Improvements, that certain Landowner Agreement by and between Landowner and County dated July 21, 2015, and with respect to any Future Major Improvements or any Neighborhood Area Public Improvements, those certain Landowner Agreements by and between the applicable owner and the County at that time.

"**Lot**" means a tract of land described as a "lot" in a subdivision plat recorded in the Official Public Records of Hays County, Texas.

"**Lot Type**" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and the Landowner and confirmed by the County Commissioners Court. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final Lot value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact Lot value, as determined by the Administrator and the Landowner and confirmed by the County Commissioners Court.

"**Major Public Improvement PID Bonds**" means those certain Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project) that are secured by Special Assessments levied on an Assessed Parcel in order to fund Major Public Improvements.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any outstanding PID Bonds.

"**Major Public Improvements**" means those Public Improvements that confer special benefit on the entire District and are to be financed with Major Public Improvement PID Bonds, as set forth in **Table III-A** of this SAP.

"Maximum Potential Assessment – Major Public Improvement PID Bonds" means the Appraised Value for a Parcel divided by the applicable Minimum Required Value to Lien Ratio – Major Public Improvement PID Bonds.

"Maximum Potential Assessment – Future Major Public Improvement PID Bonds" means the Appraised Value for a Parcel less the product of the Special Assessment for the Major Public Improvement PID Bonds multiplied by the Minimum Required Value to Lien Ratio – Major Public Improvement PID Bonds divided by the applicable Minimum

Required Value to Lien Ratio – Future PID Bond Test Major Public Improvement PID Bonds.

"Minimum Required Value to Lien Ratio – Future Major Public Improvement PID Bonds" means, with respect to the assessment methodology for the Future Major Public Improvement PID Bonds as described in **Section V** of this SAP, the minimum ratio of the appraised value of a specific Parcel or a Lot to the associated Special Assessment for the specific Parcel or Lot.

"Minimum Required Value to Lien Ratio – Major Public Improvement PID Bonds" means with respect to the Major Public Improvement PID Bonds, the minimum ratio of the Appraised Value of a specific Parcel or a Lot to the associated Special Assessment for the specific Parcel or Lot.

"**Neighborhood Improvement Area(s)**" means one or more residential Assessed Parcels that are anticipated to be developed in the same general time period as generally depicted on **Appendix G** attached hereto. The depiction of the Neighborhood Improvement Areas on **Appendix G** is for illustrative purposes only and is subject to adjustment; as such Neighborhood Improvement Areas may be adjusted over time. The Parcels within a Neighborhood Improvement Area will be assessed in connection with the issuance of Neighborhood Improvement PID Bonds or Additional Neighborhood Improvement Bonds for the Neighborhood Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Parcels within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed.

"**Neighborhood Improvement PID Bonds**" means PID Bonds that may be issued periodically in the future as individual Neighborhood Improvement Areas of the Project are developed and require financing of internal infrastructure improvements that benefit each associated Neighborhood Improvement Area. Special Assessments will be levied only on property located in the Neighborhood Improvement Area that benefits from the internal infrastructure improvements.

"**Neighborhood Public Improvements**" means those Public Improvements constructed that benefit any designated Neighborhood Improvement Area within the PID, financed with Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds and that confer a special benefit upon property within that Neighborhood Improvement Area.

"**Non-Benefited Property**" means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements, including Landowner Association Property, Public Property, and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. An Assessed Parcel converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to Section V.E, remains subject to the

Special Assessments and requires the Special Assessments to be prepaid as provided for in Section V.E.

"**Non-Residential Parcel**" means one or more individual Parcels within the Project which are designated by the Landowners as Non-Residential Parcels. At the time of the issuance of the Major Public Improvement PID Bonds, the Parcels designated as Non-Residential Parcels are Non-Residential Parcels 1-5 as depicted on **Appendix F** attached hereto.

"Owner Association" means a homeowner's association or property owner's association.

"**Owner Association Property**" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an owner's association established for the benefit of a group of homeowners or property owners within the PID.

"**Parcel(s)**" means a property identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Hays County, or by any other means determined by the County.

"PID" means the La Cima Public Improvement District created by the County pursuant to Resolution adopted by the Commissioners Court on September 23, 2014.

"**PID Bonds**" means the special assessment revenue bonds to be issued by the County, in one or more series, to finance the Public Improvements that confer special benefit on the land within the District, which may be used to fund any required reserves and amounts necessary to pay the Bond Issuance Costs, and which are to be secured by a pledge of the revenues and funds pledged under an Indenture, consisting primarily of the Special Assessments, pursuant to the authority granted in the PID Act, and as described by this SAP for the purposes of (i) financing the costs of Public Improvements and related costs, and (ii) reimbursing the Landowner for Actual Costs paid prior to the issuance of the PID Bonds. This term is used to collectively refer to the Major Public Improvement PID Bonds, the Future Major Public Improvement PID Bonds, the Neighborhood Improvement PID Bonds and the Additional Neighborhood Improvement PID Bonds throughout this SAP.

"**PID Financing Agreement**" means the La Cima Public Improvement District Financing Agreement by and between the County and Landowner dated July 21, 2015.

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds and allowed by law, if any, reasonably expected to be incurred by or imposed upon the County as a result of any prepayment of a Special Assessment and the PID Bonds secured by such Special Assessment.

"Prepayment Reserve Requirement" means an amount equal to 1.5% of the principal amount of the Outstanding PID Bonds which will be funded from revenues received from the payment of Special Assessments deposited to the Pledged Revenue Fund, but in no event will deposits to the Prepayment Reserve be more than 0.20% higher than the actual interest rate on the PID Bonds or amount as otherwise set forth in the applicable Indenture.

"**Property**" means the property located within the PID and depicted and described by the map on Exhibit A to Resolution No. 30162, adopted by the Commissioners Court of the County on September 23, 2014.

"**Public Improvements**" mean the improvements authorized under Section 372.003 of the PID Act and designed, constructed, and installed in accordance with the PID Financing Agreement and any future amendments thereto. Certain of the Public Improvements will confer benefit on the entire District and certain Public Improvements will confer benefits only in certain Neighborhood Improvement Areas.

"**Public Property**" means property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, or through a public utility easement.

"Residential Parcel" means one or more individual Parcels which, per the Landowner, are designated for the future development of residential lots and homes.

"**Second Phase Residential Parcels**" means, at the time of the issuance of the Major Public Improvement PID Bonds, Residential Parcels 5-8. A parcel currently designated as a Second Phase Residential Parcel will be re-designated, for purposes of determining the applicable Value to Lien Ratio, as a First Phase Residential Parcel at the time the Acquisition and Reimbursement Agreement for the applicable Neighborhood Improvement Area is executed.

"**Service and Assessment Plan**" **"Assessment Plan"** or **"SAP"** means this La Cima Public Improvement District Service and Assessment Plan (as such plan is amended from time to time), to be initially adopted by the County Commissioners Court in the initial Assessment Order for the purpose of assessing allocated costs against property located within the boundaries of the PID.

"**Special Assessments**" means the assessments levied against properties in the District, as provided for in the applicable Assessment Order and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

"**Special Assessment Revenues**" means the monies collected from Special Assessments, including supplemental assessments and reassessments, interest, expenses, or penalties on Special Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of the Special Assessments.

"Value to Lien Ratio" means the appraised value or other third party valuation acceptable to the County of a Parcel or Parcels o divided by the Special Assessment levied against such Parcel or Parcels.

Section II

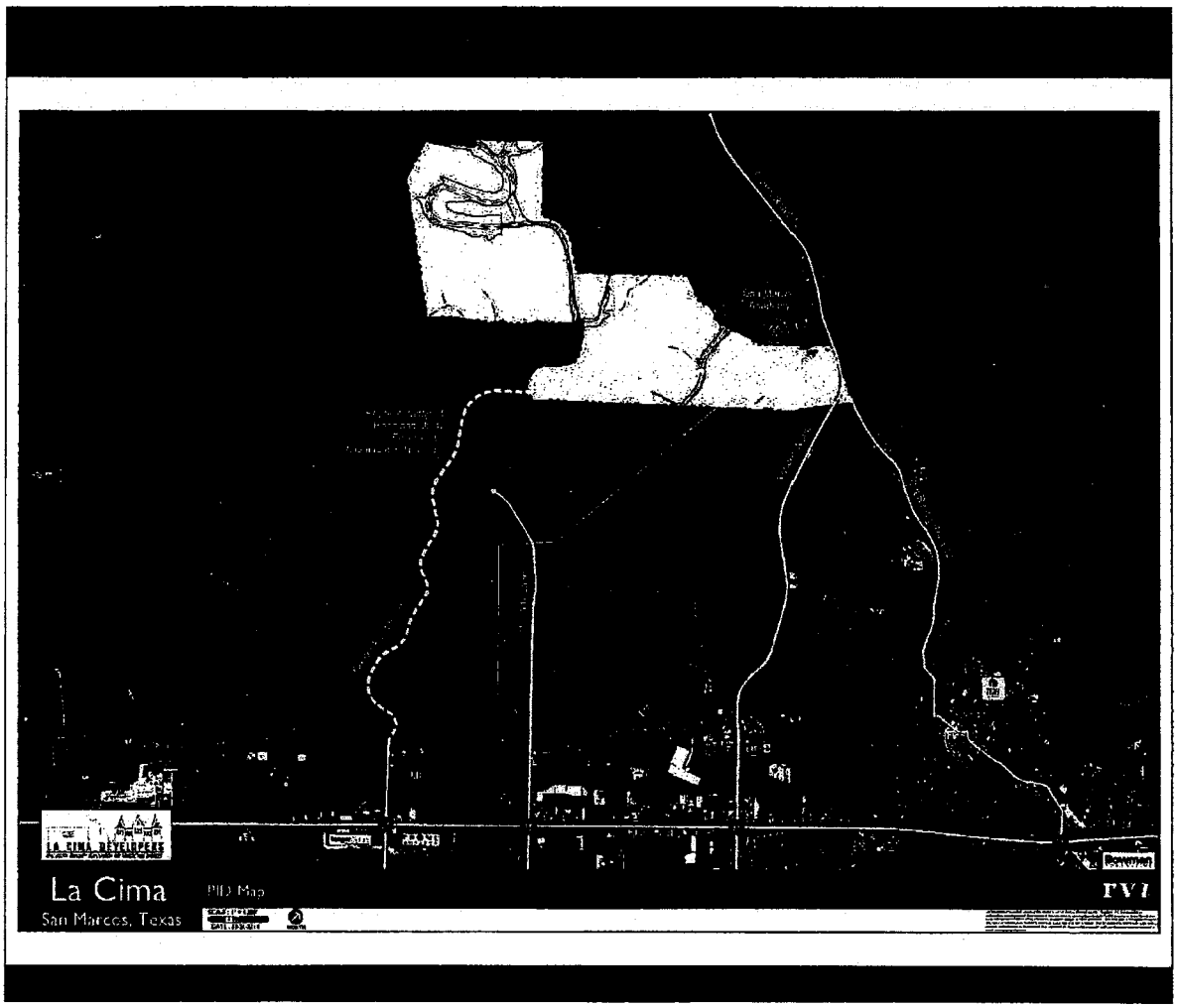
PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID is comprised of the property depicted and described by the map on Exhibit A to Resolution No. 30162, as adopted by the Commissioners Court on September 23, 2014, authorizing creation of the PID. The PID is located entirely within the County's corporate limits as well as within the City's extra-territorial jurisdiction. The PID contains approximately 2,044 acres of which approximately 1,180 acres are planned for the development of approximately 2,000 single family residential lots and 167.7 acres planned for commercial and office development, and includes the associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

In addition, an easement encompassing approximately 700 acres of the PID has been acquired for $2.0 million by the County as part of the Hays County Regional Conservation Plan (the "HCRC Plan") as a habitat preserve for the golden-cheeked warbler by a perpetual conservation easement (the "Habitat Preserve"). The County and the Landowner intend to enter into a conservation easement for the Habitat Preserve. The Habitat Preserve is intended to be open during non-mating season to the public for passive public use such as hiking and providing hundreds of acres of trails and nature for residents of the community, subject to the terms of the HCRC Plan.

A map of the Property is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in **Appendix B**.



A. Neighborhood Improvements

The Neighborhood Improvements Areas are expected to be developed in the future, pursuant to one or more Acquisition and Reimbursement Agreements. As these Neighborhood Improvement Areas are developed and Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds are contemplated, this SAP will be amended to add a new table (**Table II-B**) that describes the development of the applicable Neighborhood Improvement Areas. Any future Neighborhood Improvement Bond and Additional Neighborhood Improvement PID Bond issues will require Commissioners Court approval. The depiction of the Neighborhood Improvement Areas on **Appendix G** is for illustrative purposes only and is subject to adjustment; as such Neighborhood Improvement Areas may be adjusted over time.

Section III

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that a County may choose to undertake with the establishment of a Public Improvement District. The Authorized Improvements identified in the PID Act include:

(i) landscaping;
(ii) erection of fountains, distinctive lighting, and signs;
(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
(iv) construction or improvement of pedestrian mall;
(v) acquisition and installment of pieces of art;
(vi) acquisition, construction or improvement of libraries;
(vii) acquisition, construction or improvement of off-street parking facilities;
(viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
(ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
(x) the establishment or improvement of parks;
(xi) projects similar to those listed in Subdivisions (i)-(x)
(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
(xv) the development, rehabilitation, or expansion of affordable housing.

The County has determined that of the improvements authorized under the PID Act, it will undertake the Public Improvements more particularly described in **Section III.B** and **Section III.C** herein.

B. Descriptions and Costs of the Major Public Improvements

The Major Public Improvement PID Bonds will only fund Public Improvements which confer a special benefit on the property in the entire PID; although different Parcels may be allocated costs of Major Public Improvements on a prorated basis depending on what benefit that Parcel receives for an associated Major Public Improvement. The Major Public Improvements are described below and the costs are shown in **Table III-A.** The

Actual Costs to construct the Major Public Improvements are $17,599,650. The Actual Costs shown in **Table III-A** may be revised in Annual Service Plan Updates.

Water Improvements

- These improvements include the required water improvements to serve all Parcels of La Cima with up to 3,000 Living Unit Equivalents ("LUEs"). These improvements consist of upgrading the City's existing water pumping facility located on the east side of RR 12 north of the San Marcos Academy entrance, installation of a 300,000-gallon elevated storage tank, construction of approximately 2,700 linear feet of 12" water main from the water pumping facility to the on-site elevated storage tank. From there distribution lines serve the development including approximately 6,650 linear feet of 16" water main coming south from the elevated storage tank to Centerpoint Road and then south along Centerpoint Road to Central Park Loop. Two 12" waterlines connect to this transmission main – one extending approximately 1,000 linear feet north along Centerpoint Road to RR 12 and the other along Central Park Loop from Centerpoint Road approximately 3,700 linear feet to Residential Parcel 7.
- The initial water improvements include acquisition of approximately 2,000 linear feet of easements along RR 12 and through the San Marcos Academy for the water line extension and an additional approximately 0.5-acre easement for the water pump station facility located adjacent to the existing RR 12 water plant site.
- The map labeled "Phase I Major Improvement PID Water Improvements" which is attached hereto as **Appendix H** depicts these proposed improvements. The cost of these improvements is $3,729,795 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 1-8 of the Project.

Wastewater - Academy Lift Station

- These improvements include improvements to the neighboring San Marcos Academy existing lift station to increase capacity, construction of a new on-site lift station, and installation of new wastewater gravity and force main piping to serve and Residential Parcels 1-4 of the Project. This system includes upgrades to pumps and the electrical system at the existing San Marcos Academy Lift Station, construction of a new on-site lift station (the "Phase 1 Lift Station") near the southern boundary of Residential Parcel 2, installation of approximately 3,175 linear feet of 12" gravity wastewater piping, 4,000 linear feet of 8" and 12" service stubs to provide service to the adjoining development areas, and approximately 4,000 linear feet of 4" force main. The map labeled "Phase I Major Improvement PID Wastewater Improvements (Academy Lift Station)" attached hereto as **Appendix H** depicts these proposed improvements. The cost of these improvements is $1,945,987 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Residential Parcels 1-4 of the Project.

Wastewater – Franklin Improvements

- To accommodate the additional flow through the Academy Lift Station and the new Phase 1 Lift Station, these improvements also include pump and electrical improvements at the Franklin Lift Station; upgrading approximately 1,400 feet of existing 8" gravity wastewater main in Craddick to 10"; upgrading approximately 900 linear feet of existing 10" gravity wastewater main in Craddick to 12"; and survey, design, permits and easements for upsizing of approximately 3,100 feet of existing 12" to 18" line at Purgatory Creek (the construction of which will be funded through an existing approved City Capital Improvement Project). The map labeled "Franklin Wastewater Improvements" attached hereto as **Appendix H** depicts these proposed improvements.
- The Phase 1 Lift Station, wastewater piping, and improvements to the Franklin Lift Station and upsizing to Craddick and Purgatory Creek force mains that are part of this system provide wastewater service to Residential Parcels 1 thru 4. Via the Academy Lift Station upgrades and the other improvements, this system will provide 725 LUE's of wastewater service to be allocated between those Parcels projected to serve the initial three to five years of the Project. This system will also hook into and be used as part of the full-build-out wastewater service described below to serve all Parcels within the Project.
- The cost of these improvements is $719,033 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Residential Parcels 1-4 of the Project.

Wastewater – Hunter Road

- These improvements include survey, design and easements for proposed additional onsite and offsite wastewater facilities to provide up to 3,000 LUE's of wastewater over the life of the Project to serve all Parcels of the Project. The survey, design and easement costs are $568,000 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 5-8 of the Project.

Road Improvements

- **Centerpoint Road from RR12 to Central Park Loop:** This consists of approximately 1,000 linear feet of 4-lane divided roadway from the primary entrance of the Project at Wonder World Drive and RR12, tapering for approximately 500 feet to 2-lanes, and then approximately 6,200 feet arterial roadway through Non-Residential Tax Parcels 1 thru 5 and then thru Residential Tax Parcels 1 thru 4 ending at the Central Park Loop. This consists of approximately 1,500 linear feet of 4-lane arterial roadway from the primary entrance of the Project at Wonder World Drive and RR12 through Non-Residential Parcels 1 thru 5 and then 6,000 linear feet of a three lane roadway thru Residential Parcels 1 thru 4 ending at the Central Park Loop. The roadway

pavement section is assumed to consist of 5" asphalt concrete with 14" flexible base and concrete ribbon curb. Centerpoint Road storm water conveyance will consist of open swale drainage with integrated bio swales to provide water quality treatment. The cost of these improvements is $7,109,257 and will be funded by the Major Public Improvement PID Bonds. The costs of the improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 1-8 of the Project.

- **Central Park Loop:** This consists of approximately 1,000 linear feet of a three lane collector roadway which connects Centerpoint Road to the Central Park Loop and the amenity center to be located along the Central Park Loop. The roadway pavement section is assumed to consist of 3.5" asphalt concrete with 8" flexible base and concrete ribbon curb. Storm water conveyance will consist of open swale drainage with integrated bio swales to provide water quality treatment. The cost of these improvements is $990,154 and will be funded by the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to Non-Residential Parcels 1-5 and Residential Parcels 1-8 of the Project.

- **Secondary Entry Road at Academy:** This consists of approximately 1,200 linear feet of a two lane roadway serving as a secondary entrance to the Project from RR 12. This secondary entry road also provides beneficial access to and from the Project and the neighboring San Marcos Academy private school. Construction of this road was completed in Fall 2013 at a total construction and related costs of $1,044,383 and will be acquired by the County from the Landowner and the Landowner will be reimbursed from proceeds of the Major Public Improvement PID Bonds. The costs of these improvements are being allocated to all Parcels.

- The map labeled "Phase 1 Master PID Road Improvements" attached hereto as **Appendix H** depicts these proposed improvements.

Soft Costs

- **Soft Costs from September 2013 to Major Public Improvement PID Bond Issue.** The Landowner has spent approximately $1,493,041 on engineering and other soft costs related to Public Improvements from September 1, 2013 through the date of the closing of the Major Public Improvement PID Bonds. These costs will be reimbursed to the Landowner from proceeds of the Major Public Improvement PID Bonds and are being allocated to all Parcels.

Description	Total
Water	$ 3,729,795
Wastewater - Academy LS	$ 1,945,987
Wastewater - Franklin Improvements	$ 719,033
Wastewater - Hunter Road	$ 568,000
Central Park Loop Road	$ 990,154
Center Point From RR12 to Central Park Loop	$ 7,109,257
Secondary Entry Road at Academy	$ 1,044,383
Soft Costs from 9/1/13 through Closing	$ 1,493,041
Total Authorized Improvements	**$ 17,599,650**

C. Descriptions and Estimated Costs of the Future Major Public Improvements

Future Major Public Improvement PID Bonds, pursuant to Section 5.01 of the PID Financing Agreement, may be requested to be issued in the future subject to the approval of the Commissioners Court to fund some or all of the Future Major Public Improvements described below. The estimated Actual Cost to construct the Future Major Public Improvements is $19,732,541. The Actual Costs shown in **Table III-B** are estimates and may be revised in Annual Service Plan Updates. In association with issuing the Future Major Public Improvement PID Bonds, this Service and Assessment Plan will be amended to identify the Future Major Public Improvement PID Bonds Authorized Improvements that benefit the Assessed Parcels. Notwithstanding the foregoing, the Future Major Public Improvements may be funded by Neighborhood Improvement PID Bonds instead of Future Major Public Improvement PID Bonds.

The Future Major Public Improvements include, but are not limited to, the following items:

- Hunter Road Wastewater System
- Wastewater Interceptor Lines
- Water Transmission System
- Central Park Loop – East
- Central Park Loop – West
- Centerpoint Road – Phase 2
- Acquisition of Right of Way – Centerpoint Road
- Monumentation
- Landscaping

Description	Total
Wastewater - Hunter Road	$ 4,038,405
Wastewater Interceptors	$ 1,775,000
Water Transmission Lines	$ 820,800
Central Park Loop - East	$ 2,735,543
Central Park Loop - West	$ 2,078,179
Centerpoint Road Phase 2	$ 1,910,814
Acquisition of Right of Way - Centerpoint Road	$ 800,000
Monumentation	$ 843,000
Landscaping	$ 4,730,800
Total Authorized Improvements	**$ 19,732,541**

The anticipated monumentation and associated signage to be constructed as part of the Future Major Improvements will be that typically associated with master planned communities including high quality and low profile signs displaying the neighborhood name and directional signage for amenities and to other neighborhoods within the Project. The monumentation and signage will be sited as to be easily viewed from the roadways. The design and construction of the monumentation and signage will be to City standards and specifications. These features will enhance the Project and therefore is intended to increase Parcel and Lot values.

D. Neighborhood Public Improvements Overview

The Neighborhood Improvement Areas are expected to be developed in the future. When and if the Neighborhood Improvement Areas are developed and the Landowner, Developer and the County execute an Acquisition and Reimbursement Agreement, and/or Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds are approved for issuance, this Service and Assessment Plan will be amended to incorporate the Neighborhood Public Improvements that benefit the respective Neighborhood Improvement Areas. The issuance of any Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds to fund the Neighborhood Public Improvements will require Commissioners Court approval.

Section IV

FUTURE PID BOND TESTS

Prior to the issuance of Future Major Public Improvement PID Bonds, Neighborhood Improvement PID Bonds, and/or Additional Neighborhood Improvement PID Bonds, the applicable Future PID Bond Test as outlined herein will be undertaken by the Landowner and/or the Developer and verified by the Administrator. In addition to the criteria outlined herein, the participating underwriter of a series of PID Bonds may have additional investment and underwriting criteria which must be met in order to market the PID Bonds. The criteria outlined herein serves as a baseline for the County to consider when requested by the Landowner to issue Future PID Bonds. In addition to the criteria outlined in the applicable Future PID Bond Test, the County may consider additional requirements prior to authorizing the issuance of any Future PID Bonds, including but not limited to market condition assessment, possibly including market study update, development of the District and current status of Landowner, Developer and related builder positions. The Commissioners Court may require a recommendation from County staff, advisors and consultants.

The purpose of these Future PID Bond Tests is to protect the credit position of the bondholders of the Series 2015 Major Public Improvement PID Bonds. It is expected that additional bonds that will have an equal lien to the Series 2015 Major Public Improvement PID Bonds will be issued as the development of the Project continues. These Future PID Bond Tests are intended to limit the issuance of PID Bonds secured by Special Assessments that are on parity with the Special Assessments securing the Major Public Improvement Bonds to those scenarios in which the Property is developing and the overall bondholder credit is gradually improving concurrent with private investment into the property.

In order to issue future or additional PID Bonds, the future or additional PID Bonds must mature on September 15 in each of the years in which they are scheduled to mature and the applicable Future PID Bond Tests must be met.

Future PID Bond Tests – Future Major Public Improvement PID Bonds

Future Major Public Improvement PID Bonds are intended to reimburse the Landowner for Future Major Public Improvements that benefit all Parcels within the District. It is anticipated that these Future Major Public Improvement PID Bonds, if undertaken, will occur to fund and/or reimburse the Landowner for privately funding Public Improvements undertaken within the District.

To request approval Future Major Public Improvement PID Bonds, the following tests must be satisfied:

- No existing default under the PID Financing Agreement or the Development Agreement after expiration of any applicable notice and cure periods by the

Landowner, the Developer, or any property Landowner of more than 5% of the properties within the District for failure to pay Special Assessments or ad valorem taxes on Parcels owned by such Landowner prior to delinquency date. No existing default by the Landowner, the Developer, or any property owner for failure to comply with any continuing disclosure requirements for the Bonds;

- The Landowner and/or the Developer, as applicable, must certify that within the District, at least 200 homes are either (i) complete or, (ii) if such homes are in construction, at least 75% complete. Such certification must be reviewed and confirmed by the Administrator at the expense of the Landowner and/or Developer.
- For each Parcel located within the District, the Value to Lien Ratio, as determined by an appraisal or other third party valuation acceptable to the County (at the sole cost of the Landowner), after taking into account the outstanding PID Bonds and the proposed Future Major Public Improvement PID Bonds are as follows:
    - The Value to Lien Ratio of all Parcels within the District must be greater than 4:1.
    - At least 80% of the individual Parcels in the District shall have a Value to Lien Ratio of at least 3:1 or greater. No Parcels shall have a Value to Lien Ratio of less than 2.5:1.

Future PID Bond Tests – Neighborhood Improvement PID Bond

These Neighborhood Improvement Bonds may be issued to fund and/or reimburse the Landowner for privately funding the internal Neighborhood Public Improvements and/or Future Major Improvements not previously financed by Future Major Improvement PID Bonds that are allocated to a given Neighborhood Improvement Area and that are within each Neighborhood Improvement Area, or a subdivision thereof, as the Project is gradually developed. The proceeds of the Neighborhood Improvement Bonds are expected to be used to improve the Parcels from master improved Neighborhood Improvement Areas to individual buildable finished Lots.

To request approval for Neighborhood Improvement PID Bonds, the following tests must be satisfied:

- No existing default under the PID Financing Agreement the applicable Acquisition and Reimbursement Agreement or the Development Agreement after expiration of any applicable notice and cure periods by the Landowner, the Developer, or any property owner of more than 5% of the property within the applicable Neighborhood Improvement Area for failure to pay Special Assessments or ad valorem tax on Parcels in the applicable Neighborhood Improvement Area owned by such Landowner, Developer, or property owner prior to the delinquency date. or No existing default by the Landowner, the Developer, or any property owner for failure to comply with continuing disclosure requirements for the Major Improvement PID Bonds and the Future Major Public Improvement PID Bonds, if any;

- A minimum of 60% of the Lots in the applicable Neighborhood Improvement Area to be improved by the Neighborhood Improvement Bonds shall be under contract with a merchant builder or real estate developer for sale to the end user following the construction of the Neighborhood Public Improvements.
- For each Parcel located within the applicable Neighborhood Improvement Area, the Value to Lien Ratio, as determined by an appraisal or other third party valuation acceptable to the County (at the sole cost of the Landowner or Developer), after taking into account the outstanding PID Bonds and the proposed Neighborhood Improvement PID Bonds are as follows:
    - The Value to Lien Ratio of all Parcels in the Neighborhood Improvement Area must be greater than 3.0:1.
    - Further, at least 80% of the individual Parcels in the applicable Neighborhood Improvement Area shall have a Value to Lien Ratio at least 3.0:1 or greater. No Parcels in the Neighborhood Improvement Area shall have a Value to Lien Ratio less than 2.5:1.

Future PID Bond Tests – Additional Neighborhood Improvement PID Bonds

These Additional Neighborhood Improvement PID Bonds may be issued if the initial issuance of Neighborhood Improvement PID Bonds is inadequate to fund and/or reimburse the Landowner for the entire cost of the associated Neighborhood Public Improvements relating to the finished lots and the Landowner, Developer or merchant builder has utilized private funding for financing the balance of the cost of completing the individual lots with the required level of qualified Neighborhood Public Improvements.

In order to request approval for an Additional Neighborhood Improvement PID Bond, the following criteria must be met:

- No existing default under the PID Financing Agreement, the applicable Acquisition and Reimbursement Agreement or the Development Agreement after expiration of any applicable notice and cure periods by any of the Landowner, the Developer, or any property owner of more than 5% of the properties within the Neighborhood Improvement Area for failure to pay Special Assessments and ad valorem taxes on Parcels in the applicable Neighborhood Improvement Area owned by the Landowner, the Developer, or such property owner prior to the delinquency date. No existing default by the Landowner, the Developer, or any property owner for failure to comply with continuing disclosure requirements for the Major Improvement PID Bonds, the Future Major Public Improvement PID Bonds, and the Neighborhood Improvement PID Bonds, if any;
- The Landowner and/or the Developer, as applicable, must certify that within the Neighborhood Improvement Area at least 75% of the homes are either (i) complete or, (ii) if in construction, at least 50% complete. Such certification must be reviewed and confirmed by the Administrator at the expense of the Landowner or Developer.
- For each Parcel located within the applicable Neighborhood Improvement Area, the Value to Lien Ratio, as determined by an appraisal or other third party

valuation acceptable to the County (at the sole cost of the Landowner or Developer), after taking into account the outstanding PID Bonds and the proposed Additional Neighborhood Improvement PID Bonds are as follows:

- The Value to Lien Ratio for all Parcels in the Neighborhood Improvement Area must be greater than 6.0:1.
- Further, at least 80% of the Parcels in the applicable Neighborhood Improvement Area shall have a Value to Lien Ratio of at least 5.0:1 or greater. Furthermore, as certified by the Landowner and/or Developer, as applicable, reviewed and confirmed by the Administrator, any Parcels in the applicable Neighborhood Improvement Area with a Value to Lien Ratio of less than 3:1 shall be subject to a contract for sale with a merchant builder or real estate developer who is not a related party to the Landowner of the Property. No individual Parcel in the applicable Neighborhood Improvement Area shall have a Value to Lien Ratio less than 2.5:1.

Appendix D presents the estimated additional Special Assessment for each Parcel assuming the issuance of Neighborhood Improvement PID Bonds and Additional Neighborhood PID Bonds. It is expected that these Special Assessments will be levied prior to the construction of the Neighborhood Improvement Area Public Improvements.

The calculation of the estimated valuation prior to and assuming the issuance of the Neighborhood Improvement PID Bonds and the Additional Neighborhood Improvement PID Bonds, estimated costs, the allocation of estimated public improvement costs, the Special Assessment allocation, the sources and uses of funds, the projected debt service and administrative expenses and special benefit summary assuming the issuance of Neighborhood Improvement PID Bonds are attached as **Appendix D** and **Appendix E**. The costs presented in **Appendix D** and **Appendix E** are estimates only and subject to adjustment.

Section V

ASSESSMENT PLAN

A. Introduction

The PID Act requires the Commissioners Court to apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel resulting from the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited.

Table V-A details the estimated allocation of costs of the Public Improvements to the Assessed Parcels. This section describes the special benefit received by each Parcel within the PID as a result of the Public Improvements, provides the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and establishes the methodologies by which the Commissioners Court allocates and reallocates the special benefit of the Public Improvements to Parcels or Lots in a manner that results in equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The Commissioners Court has the authority to determine the assessment methodologies to be used in the PID.

At this time it is difficult to determine with absolute certainty the amount of the special benefit to each Parcel within the PID from the Public Improvements except from the Major Public Improvements. Accordingly, it is hereby understood and acknowledged by the County and the Landowner that the Special Assessments associated with the Major Public Improvement PID Bonds are the only Special Assessments that can be addressed with reasonable certainty in the Assessment Plan. As a result, the Assessment Plan will need to be amended over time as subsequent (i) Future Major Public Improvements are constructed and financed with either Future Major Public Improvement PID Bonds or Neighborhood Improvement PID Bonds; and (ii) Neighborhood Improvement Areas are developed (and Neighborhood Improvement PID Bonds or Additional Neighborhood Improvement PID Bonds are issued) in accordance with the terms set forth in this Service and Assessment Plan.

In connection with the issuance of Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds and/or execution of related Acquisition and Reimbursement Agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Assessed Parcel within a Neighborhood Improvement Area receives from the specific Neighborhood Public Improvements funded with those Neighborhood Improvement PID Bonds and/or Additional Neighborhood Improvement PID Bonds issued with respect to that Neighborhood Improvement Area. Prior to assessing Parcels located within Neighborhood Improvement Areas in connection with the execution of an Acquisition and

Reimbursement Agreement and the issuance of Neighborhood Improvement PID Bonds, each Landowner of the Parcels to be assessed must acknowledge that the Public Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Special Assessment to pay for the Actual Costs of such Public Improvements, pursuant to the applicable Landowner Agreement.

B. Special Benefit

An Assessed Parcel must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The costs of the Major Public Improvements are provided specifically for the benefit of an Assessed Parcel. The Major Public Improvements (more particularly described on **Table III-A**) and the Bond Issuance Costs of the Major Public Improvement PID Bonds and payment of costs incurred in the establishment of the District are costs authorized under the PID Act.

At the time the Commissioners Court approved the SAP, the Landowner owned 100% of the Assessed Parcels. The Landowner has acknowledged that the Public Improvements confer a special benefit on the Assessed Parcels and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Landowner has ratified, confirmed, accepted, agreed to and approved pursuant to the Landowner Agreement dated July 21, 2015: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the Assessment Order; (ii) the SAP and the Assessment Order, and (iii) the levying of Special Assessments on the Assessed Parcels.

The Commissioners Court has determined that funding the Actual Costs through the PID serves a public purpose and is beneficial to the County. The Public Improvements result in a special benefit to the Assessed Parcels, and such special benefit exceeds the amount of the Special Assessment. This conclusion is supported by the information provided to the Commissioners Court regarding the PID.

C. Allocation of Actual Costs of Major Public Improvements

The Major Public Improvements provide a special benefit to the Parcels within the PID. The Actual Costs of the Major Public Improvements are, therefore, allocated to Parcels entirely within the PID, as shown in **Table V-A**. The costs detailed in **Table V-A** represent only estimates and are subject to revision through the Annual Service Plan Updates. A more detailed schedule of how the Major Public Improvements have been allocated by Parcel is presented in **Appendix J**.

In addition, with reference to **Section 5.01 of the PID Financing Agreement**, Future Major Public Improvement PID Bonds may be requested to be issued in the future subject to the approval of the County Commissioners Court. Should that occur, then in association with issuing Future Major Public Improvement PID Bonds; this Service and

Assessment Plan will be amended to identify the Future Major Public Improvement PID Bonds Authorized Improvements that benefit the Assessed Parcels.

		PID Assessed Parcels	
Public Improvement	**Total Cost (a)**	**% Allocation**	**Share of Costs**
Water	$ 3,729,795	100%	$ 3,729,795
Wastewater - Academy LS	1,945,987	100%	1,945,987
Wastewater - Franklin Improvements	719,033	100%	719,033
Wastewater - Hunter Road	568,000	100%	568,000
Central Park Loop Road	990,154	100%	990,154
Center Point From RR12 to Central Park Loop	7,109,257	100%	7,109,257
Secondary Entry Road at Academy	1,044,383	100%	1,044,383
Soft Costs from 9/1/13 through Closing	1,493,041	100%	1,493,041
Total Public Improvements	**$ 17,599,650**		**$ 17,599,650**

D. Allocation of Actual Costs of Neighborhood Improvement PID Bonds.

As Neighborhood Improvement Areas are developed and the County, Landowner, Developer and/or subsequent owner(s) execute an Acquisition and Reimbursement Agreement, and/or Neighborhood Improvement PID Bonds and Additional Neighborhood Improvement PID Bonds are approved for issuance, the Assessment Plan will be amended to reflect and include information on the special benefit to any associated property in the PID.

Further, to the extent a Public Improvement benefits portions of an Assessed Parcel both inside and outside of an associated Neighborhood Improvement Area, then a new **Table V-C** will be added showing the special benefit to the Assessed Parcels both inside and outside the Neighborhood Improvement Area and that Neighborhood Improvement Area will only be assessed based on the percentage of Actual Costs that benefit it, and the remainder will be assessed to future Neighborhood Improvement Areas.

E. Special Assessment Methodology

The Commissioners Court may assess Actual Costs against an Assessed Parcels so long as the special benefit conferred upon the Assessed Parcels by the Public Improvements equals or exceeds the amount of the Special Assessments. The Actual Costs may be

assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Parcel similarly benefited.

Assessment Methodology for the Major Public Improvements:
For purpose of the Assessment Plan, the Commissioners Court has determined that the Actual Costs associated with the Major Public Improvement PID Bonds shall be allocated to the Assessed Parcels by spreading the entire Special Assessment across all Parcels within the PID as follows:

1. Determine the Appraised Value – Major Public Improvement PID Bonds for each Parcel
2. Apply the Minimum Required Value to Lien Ratio – Major Improvement Bonds applicable for each Parcel to determine the Maximum Potential Assessment – Major Public Improvement PID Bonds by Parcel = **A**
3. Calculate the Assessed Value for each Parcel at final build out
4. For each line item within the Major Public Improvements estimated cost summary, identify which Parcels are benefitted by that particular Major Public Improvement
5. Allocated the Major Public Improvements pro-rata by the Assessed Value by Parcels benefitting from each Major Public Improvement (as shown in **Appendix J**)
6. The above steps (3 through 5) calculate the allocated Major Public Improvements by Parcel = **B**
7. **Choose the lesser of A or B as the Special Assessment for each Parcel**

The Special Assessments associated with the Major Public Improvement PID Bonds for each Parcel are based on the methodology described above. As Lots are platted in accordance with the Parcel Map (**Appendix I**), each Lot will be allocated the Special Assessment as estimated and shown pursuant to **Appendix K** based its pro-rata share of the estimated build out value of the Parcel. For example, if Residential Parcel #1 includes 81 50' and 47 60' Lots, then the amount of the assessment for Residential Parcel #1 is $ 1,290,000, which can be obtained from using this formula, (81 x $9,145.61) + (47 x $11,412.48) + ($12,900) (allocated to the Owner Association).

Assessment Methodology for Future Major Public Improvements:
For purpose of the Assessment Plan, the Commissioners Court has determined that the Actual Costs associated with Future Major Public Improvement PID Bonds shall be allocated to the Assessed Parcels by spreading the entire Special Assessment across all Parcels within the PID based on the following steps:

1. Determine the Appraised Value – Future Major Public Improvement PID Bonds for each Parcel
2. Apply the Minimum Required Value to Lien Ratio – Future Major Public Improvement PID Bonds applicable for each Parcel to determine the Maximum Potential Assessment – Future Major Public Improvement PID Bonds by Parcel = **A**

3. Calculate the Assessed Value for each Parcel at final build out
4. For each line item within the Major Public Improvements estimated cost summary, identify which Parcels are benefitted by that particular Improvement
5. Allocated the Major Public Improvements pro-rata by the Assessed Value by Parcels benefitting from each Major Public Improvement (as shown in **Appendix J**)
6. The above steps (3 through 5) calculate the allocated Major Public Improvements by Parcel = **B**
7. **Choose the lesser of A or B as the Special Assessment for each Parcel.**

Assessment Methodology for Neighborhood Improvement Areas:
For purpose of the Assessment Plan, the Commissioners Court has determined that the Actual Costs associated with the Neighborhood Public Improvements and applicable Acquisition and Reimbursement Agreements and Neighborhood Improvement PID Bonds shall be allocated to the Assessed Parcels by spreading the entire Special Assessment across all Parcels within the applicable Neighborhood Improvement Area based on the ratio of the estimated build out value of each Parcel or Lot in the Neighborhood Improvement Area to the estimated build out value for all Parcels or Lots within the Neighborhood Improvement Area.

Based on the cost estimates provided by the Landowner for the Major Public Improvements, the Commissioners Court has determined that the benefit to the Assessed Parcels from the Major Public Improvements is at least equal to the Special Assessments levied on the Assessed Parcels as subdivided into individual Lots.

The Special Assessment and Annual Installments for each Parcel or Lot are shown on the Assessment Roll, attached as **Appendix A** and **Appendices A-1 through A-15**. The Special Assessment allocated to each Parcel or Lot shall not be changed except as authorized by the Assessment Plan or the PID Act. **Table V-B** summarizes the initial allocation of the Special Assessment relating to Major Public Improvement PID Bonds for the Assessed Parcels at the time the Assessment Order was adopted by the Commissioners Court. A more detailed allocation of the Special Assessments by Parcel and Lot Type upon the full build out of the Project (i.e. Neighborhood Improvement Areas) is presented in **Appendix L**.

Parcel	Net Acres	Parcel Appraised Value	Required Value to Lien Ratio	Maximum Assessment per VTL = A	Estimated Buildout AV (a)	Estimated Allocated Total Public Improvements = B (b)	Gross Assessment (Lesser of A or B)	Less: HOA (1%)	Net Assessment	% of Total Assessment	Gross Annual Installment (c)	Less: HOA (1%)	Net Annual Installment (b)
Non-Residential #1	33.6	$ 4,540,000	4.00	$ 1,135,000	$ 90,161,002	$ 1,436,143	$ 1,135,000	$ 11,350	$ 1,123,650	5.91%	$ 85,307	$ 853	$ 84,454
Non-Residential #2	32.6	3,550,000	4.00	887,500	87,477,639	1,342,961	885,000	8,850	876,150	4.61%	$ 66,517	665	65,852
Non-Residential #3	44.5	4,850,000	4.00	1,212,500	119,409,660	1,833,249	1,210,000	12,100	1,197,900	6.30%	$ 90,944	909	90,035
Non-Residential #4	37.1	5,010,000	4.00	1,252,500	99,552,773	1,584,213	1,250,000	12,500	1,237,500	6.51%	$ 93,951	940	93,011
Non-Residential #5	19.9	2,250,000	4.00	562,500	53,398,927	824,570	560,000	5,600	554,400	2.92%	$ 42,090	421	41,669
Residential #1	71.7	3,870,000	3.00	1,290,000	39,278,250	1,308,690	1,290,000	12,900	1,277,100	6.72%	$ 96,957	970	95,987
Residential #2	60.0	3,240,000	3.00	1,080,000	43,740,000	1,374,625	1,080,000	10,800	1,069,200	5.63%	$ 81,173	812	80,362
Residential #3	96.1	5,575,000	3.00	1,858,333	67,554,000	2,165,516	1,860,000	18,600	1,841,400	9.69%	$ 139,798	1,398	138,400
Residential #4	66.7	3,735,000	3.00	1,245,000	50,177,250	1,576,995	1,245,000	12,450	1,232,550	6.48%	$ 93,575	936	92,639
Residential #5	183.5	9,725,000	3.50	2,778,571	111,516,750	1,891,959	1,910,000	19,100	1,890,900	9.95%	$ 143,556	1,436	142,121
Residential #6	98.4	5,510,000	3.50	1,574,286	92,569,500	1,570,496	1,585,000	15,850	1,569,150	8.26%	$ 119,129	1,191	117,938
Residential #7	372.7	17,515,000	3.50	5,004,286	248,130,000	4,207,847	4,250,000	42,500	4,207,500	22.14%	$ 319,432	3,194	316,237
Residential #8	64.0	3,580,000	3.50	1,022,857	54,744,750	930,807	940,000	9,400	930,600	4.90%	$ 70,651	707	69,944
Total	1,180.8	$72,950,000		$20,903,333	$1,157,710,500	$ 22,048,070	$ 19,200,000	$ 192,000	$19,008,000	100.00%	$ 1,443,080	$ 14,431	$ 1,428,649

F. Special Assessment and Annual Installments

The Special Assessments for the Major Public Improvement PID Bonds will be levied on each Parcel according to the Assessment Roll. The Annual Installments for the Major Public Improvement PID Bonds will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

G. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which will be revised based on actual costs incurred in Annual Service Plan Updates. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of Administration Expenses. The amount of Administrative Expenses necessary for the time period commencing on the date the initial Major Public Improvement Bonds are issued and terminating on the date the first Annual Installment is due will be paid at closing, as shown on **Table VI-B.**

H. Additional Interest

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%). Forty percent (40.0%) of the funds generated by the Additional Interest Rate (0.20%) will fund, if required, the Prepayment Reserve. The remaining sixty percent (60.0%) balance of the funds generated by the Additional Interest (0.30%) will fund, if required, the Delinquency Reserve.

I. Prepayment Reserve

As stated, a portion of the funds generated by the Additional Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which PID Bonds are actually redeemed ("the **Prepayment Reserve**"). The Prepayment Reserve shall be funded in an amount equal to the Prepayment Reserve Requirement. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of and Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated. If in a given year the Prepayment Reserve is fully funded at the Prepayment Reserve Requirement, the County and the Landowner may allocate the Prepayment Reserve Component of the Additional Interest collected during that year to the Delinquency Reserve.

J. Delinquency Reserve

A portion of the funds generated by the Additional Interest will be allocated to offset any possible delinquent payments. This additional reserve (the "**Delinquency Reserve**") shall be funded in an amount equal to the Delinquency Reserve Requirement. If in a given year the Delinquency Reserve Requirement is met, the County may allocate the excess above the Delinquency Reserve Requirement component of the Additional Interest collected during that year to pay Administrative Expenses, or collection costs if other administrative funding is exhausted, which should be replenished by an administrative special assessment in the following year, or to the redemption of PID Bonds or any other use that benefits the Assessed Parcel as set forth in the Indenture, as determined by the Commissioners Court.

Section VI

SERVICE PLAN

The PID Act requires that the Service and Assessment Plan (i) cover a period of at least five years, and (ii) define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 24 months for the Major Public Improvements to be constructed.

At some point after all or a portion of the Major Public Improvements are constructed, Neighborhood Improvement Area Public Improvements for Neighborhood Improvement Area #1 and/or Future Major Public Improvements will be constructed. After the Future Major Public Improvements and/or Neighborhood Improvement Area Public Improvements for Neighborhood Improvement Area #1 are developed, it is anticipated that Neighborhood Improvement Area Public Improvements for Neighborhood Improvement Area #2 will begin development, and so on, with each Neighborhood Improvement Area to be subsequently developed corresponding to the updates to this Service and Assessment Plan related to that development.

The Actual Costs for the Major Public Improvements plus Bond Issuance Costs related to the issuance of the Major Public Improvement PID Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is $22,205,256 as shown in **Table VI-A**. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Public Improvements, and updating the Assessment Roll. The update to Service and Assessment Plan is herein referred as an "Annual Service Plan Update."

Table VI-A summarizes the sources and uses of funds required to construct the Major Public Improvements, establish the PID, and issue the Major Public Improvement PID Bonds. The sources and uses of funds shown in **Table VI-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues.

Sources of Funds	
Gross Par Amount	$ 19,200,000
Premium	$ 45,321
Landowner Contribution (a)	2,959,935
	$ 22,205,256

Uses of Funds	
Authorized Improvements (b)	**$ 17,599,650**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 1,647,800
Capitalized Interest (d)	$ 1,452,556
	$ 3,100,356
Cost of Issuance:	**$ 1,041,250**
Underwriter Discount/Underwriter Counsel	**$ 464,000**
	$ 22,205,256

The annual projected Debt Service and the Administrative Expenses for the Major Public Improvement PID Bonds for the initial 5 years are shown on **Table VI-B**. The annual projected debt service costs are subject to revision and shall be updated in the Annual Service Plan Update as necessary.

Year Ending September 15,	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2015	$ -	$ 145,256	$ -	$ -	$ -	$ 145,256	$ -
2016	-	1,307,300	39,000	38,400	$ 57,600	1,307,300	135,000
2017	-	1,307,300	39,780	38,400	$ 57,600	-	1,443,080
2018	240,000	1,307,300	40,576	38,400	$ 57,600	-	1,683,876
2019	255,000	1,295,300	41,387	37,920	$ 56,880	-	1,686,487
2020	265,000	1,282,550	42,215	37,410	$ 56,115	-	1,683,290
Total	**$ 760,000**	**$ 6,499,750**	**$ 202,958**	**$ 190,530**	**$ 285,795**	**$ 1,307,300**	**$ 6,631,733**

The sequence for funding and construction of Neighborhood Public Improvements is as follows:

1. The Landowner and/or the Developer and the County will enter into an Acquisition and Reimbursement Agreement to finance the Neighborhood Public Improvements required for that particular Neighborhood Improvement Area, which will provide for assessments that will reimburse the Landowner and/or the Developer for Actual Costs incurred in connection with the Neighborhood Public Improvements until Neighborhood Improvement Area PID Bonds are issued in amount necessary to reimburse Landowner and/or Developer for the Actual Costs of the Neighborhood Public Improvements.

1a. Simultaneously, the Service and Assessment Plan will be amended to reflect the Special Assessments and the Neighborhood Public Improvements associated with the Neighborhood Improvement Area in question, and as contemplated by the Acquisition and Reimbursement Agreement.

2. Landowner and/or Developer will construct or cause the construction of the Neighborhood Public Improvements for the Neighborhood Improvement Area in question.

3. Upon completion of the Neighborhood Public Improvements contemplated by the Acquisition and Reimbursement Agreement and compliance with the applicable Future PID Bond Tests, Neighborhood Improvement Area PID Bonds will be issued to reimburse the Landowner and/or the Developer for the Actual Costs of the Neighborhood Public Improvements.

4. If the Neighborhood Improvement Area PID Bonds issued in step 3 above are not sufficient to fully reimburse the Landowner and/or the Developer for the Actual Costs of the Neighborhood Public Improvements and so long as the applicable Future PID Bond Tests are satisfied, Additional Neighborhood Improvement Area PID Bonds may be issued to reimburse the Landowner for all or a portion of any Actual Costs not reimbursed the by the Neighborhood Improvement Area PID Bonds.

The estimated total Special Assessments for each Neighborhood Improvement Area, assuming the current proposed land plan, cost estimates in current 2015 dollars, and upon full build out of the Project is presented on **Appendix L**. These estimates are subject to change as the Project is developed. These estimates will be updated in the annual Service Plan updates as development begins for each Neighborhood Improvement Area. The proposed chronology of PID Bonds intended to be issued in connection with this Service and Assessment Plan is described on **Appendix M**. This chronology will be updated in the annual Service Plan updates as development begins for each Neighborhood Improvement Area.

Section VII

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels Located Within the PID

The Special Assessments and Annual Installments for each Assessed Parcel are shown on the Assessment Roll. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments are calculated in an amount sufficient to pay principal and interest on the PID Bonds, to fund the Additional Interest, and to cover the Administrative Expenses of the PID.

B. Amount of Special Assessments and Annual Installments for Parcels Located Within the PID (Future Major Public Improvement PID Bonds)

If Future Major Public Improvement PID Bonds are issued, this Service and Assessment Plan will be amended to determine the Special Assessment and Annual Installments for each Parcel. The Assessment shall not exceed the benefit received by an Assessed Parcel.

C. Amount of Special Assessments and Annual Installments for Parcels Located Within Future Neighborhood Improvement Areas

As Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Special Assessment and Annual Installments for each Parcel located within a Neighborhood Improvement Area. The Special Assessment shall not exceed the benefit received by an Assessed Parcel.

D. Reallocation of Assessments for Parcels Located Within the PID

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Parcel as identified in **Table V-B**.

The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation.

Should a Landowner of a Non-Residential Parcel choose to change the intended land use for all or a portion of it to that of a Residential Parcel, the Landowner will, upon approval for the initial single family residential home building permit from the applicable jurisdiction, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Parcel to a level equal to the average Special Assessment that a Lot within its similar Lot Type is assessed within the PID.

Should a Landowner of a Residential Parcel choose to change the intended land use for all or a portion of it to that of a Non-Residential Parcel and, if no individual homeowner has claimed a

homestead under Texas law, the Landowner may request to reallocate Special Assessments on the Assessed Parcels as long as the total Special Assessments for the Assessed Parcels within the PID do not increase.

Any increase or reallocation pursuant to this section shall be reflected in a Service and Assessment Plan Update approved by the Commissioners Court. The division or reallocation herein shall be considered an administrative action that will not require the Commissioners Court to issue notice and hold a public hearing.

E. Mandatory Prepayment of Assessments

If Assessed Parcel or portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the County the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel or portion thereof prior to any such transfer or act. As noted above, the reallocation of a Special Assessment for a Parcel that is classified as a homestead under State law may not exceed the Special Assessment prior to reallocation.

F. Reduction of Special Assessments

1. If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such series of PID Bonds, resulting in excess PID Bond proceeds, then the Commissioners Court will reduce the Special Assessment securing the PID Bonds for each Assessed Parcel on a pro rata basis such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs. The Special Assessments relating to such series of PID Bonds shall not be reduced to an amount less than the related outstanding series of PID Bonds and any other associated obligations including the Additional Interest and the Administrative Costs.

2. Similarly, if the County does not undertake some of the Public Improvements with such series of PID Bonds then the Commissioners Court will reduce the Special Assessment securing such series of PID Bonds for each Assessed Parcel pro-rata to reflect only the Actual Costs that were expended. The Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds and any other associated obligations including the Additional Interest and the Administrative Costs.

3. Further, the Commissioners Court may apply excess PID Bond proceeds to the redemption of the PID Bonds or finance other Public Improvements.

G. Payment of Special Assessments

1. Payment in Full

(a) The Special Assessment for any Parcel may be paid in full at any time in accordance with the PID Act. The payment shall include all Prepayment Costs. If prepayment in full will result in redemption of PID Bonds, the payment amount shall receive credit from any proceeds from the Debt Service Reserve Fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

(b) If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.

(c) Upon payment in full of a Special Assessment and all Prepayment Costs, the County shall deposit such payment in accordance with the related Indenture; whereupon, the Special Assessment shall be reduced to zero, and the owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The County shall provide the owner of the affected Assessed Parcel a recordable "Notice of PID Special Assessment Termination."

(d) At the option of the Parcel owner, the Special Assessment on any Parcel may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs with respect thereto. Upon the payment of such amount for a Parcel, the Special Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made. The partial Special Assessment payment will be used to redeem the applicable PID Bonds.

2. Payment of Annual Installments

The Act provides that a Special Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the County to collect interest on the outstanding Special Assessment and Administrative Expenses. An Annual Installment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses.

The Annual Installments as listed on the Assessment Roll have been calculated assuming a weighted average interest rate on the PID Bonds of 6.94%. The Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to the SAP.

The Annual Installments shall be reduced to equal the actual costs of repaying the PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The County reserves and shall have the right and option to refund the PID Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that the total Annual Installments of the Special Assessments will be produced in annual amounts that are required to pay the refunding PID Bonds when due and payable as required by and established in the order and/or the indenture authorizing and securing the refunding PID Bonds, and such refunding PID Bonds shall constitute "PID Bonds" for purposes of this Service and Assessment Plan.

H. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the County Commissioners Court for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Parcel. Administrative Expenses shall be allocated among Assessed Parcels in proportion to the amount of the Annual Installments for an Assessed Parcel. Each Annual Installment shall be reduced by any credits applied, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a prepayment reserve. Annual Installments may be collected by the County (or such entity to whom the County directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties and procedures set forth in the PID Act and the Parcels on which any Special Assessment or Annual Installment thereof is delinquent and are subject to foreclosure sale as permitted in the PID Act. The County Commissioners Court may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Special Assessments shall have lien priority as specified in the PID Act.

Any sale of an Assessed Parcel for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Parcel and such Assessed Parcel may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Parcel as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be billed on September 1 and shall be due by January 31 of the following year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments will be due when billed, and will be delinquent if not paid prior to February 1, 2016.

I. Surplus Funds Remaining in the Major Improvement PID Bond Account

If proceeds from the Major Public Improvement PID Bonds still remain after all of the Major Public Improvements are constructed and accepted by the County or the City, as applicable, the proceeds may be utilized in accordance with **Section VII.F** of the Assessment Plan.

Section VIII

THE ASSESSMENT ROLL

A. Assessment Roll

The Commissioners Court has evaluated each Parcel (based on the applicable zoning, developable area, proposed Owner Association Property and Public Property, Public Improvements, best and highest use of land, and other development factors deemed relevant by the Commissioners Court) to determine the amount of an Assessed Parcel within the Parcel.

An Assessed Parcel will be assessed based on the special benefits conferred upon the property because of the Public Improvements. **Table VIII** summarizes the $22,205,256 of special benefit, including the costs of the Major Public Improvements, the costs of the PID formation and Bond Issuance Costs. The amount of Major Public Improvement PID Bonds is $19,200,000, which is less than the benefit received by the Assessed Parcels, and as such, the total initial Special Assessment for all Assessed Parcels is $19,200,000. The Annual Installments for the Assessed Parcels will be the Annual Debt Service plus the annual Administrative Expenses and the Additional Interest. The Special Assessment for each Assessed Parcel is calculated based on the allocation methodologies described in **Section V.E** of this SAP. The Assessment Roll is attached hereto as **Appendix A.**

B. Future Major Public Improvement PID Bonds

If Future Major Public Improvement PID Bonds are issued, this Service and Assessment Plan will be amended to reflect the additional Special Assessment allocated to each Parcel located within the PID.

C. Neighborhood Improvement Assessment Roll

As Neighborhood Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Special Assessment for each Parcel located within the Neighborhood Improvement Area.

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the Commissioners Court for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Parcel, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Parcel for the year (if the Special Assessment is payable in installments); and (iv) payments of the Special Assessment, if any, as provided by Section VII.G of this Service and Assessment Plan.

The Service and Assessment Plan Update shall reflect the actual interest on the PID Bonds on which the Annual Installments shall be paid, any reduction in the Special Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Landowner funds.

[redacted]

Public Improvement	Total Cost (a)
Major Improvements	
Total Public Improvements	**$ 17,599,650**
PID Formation/Bond Cost of Issuance	
Reserve Fund	$ 1,647,800
Capitalized Interest	$ 1,452,556
Underwriter's Discount/Underwriter's Counsel	$ 464,000
Cost of Issuance	$ 1,041,250
Total PID Formation/Bond Cost of Issuance	**$ 4,605,606**
Total	**$ 22,205,256**
Projected Special Assessment	**$ 19,200,000**
Excess Benefit (b)	**$ 3,005,256**

[redacted]

Section IX

MISCELLANEOUS PROVISIONS

A. Administrative Review

The County may elect to designate a third party to serve as Administrator of the PID. The County shall notify Landowner in writing at least thirty (30) days in advance before appointing a third party or changing the third party Administrator.

To the extent consistent with the PID Act, a Landowner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, must send a written notice describing the error to the County no later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. If a Landowner fails to give such notice, such Landowner shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel Landowner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel Landowner, such change or modification shall be presented to the Commissioners Court for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel Landowner (except for the final year during which the Annual Installment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the Commissioners Court for determination. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Special Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the County shall provide the Landowner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

D Administration and Interpretation of Provisions

The Commissioners Court shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision of this Service and Assessment Plan, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the County Commissioners Court in adopting this Service and Assessment Plan that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the County.

Appendix A

Assessment Roll

Parcel ID	Tract #	Land Use	Net Acres	Special Assessment	Assessment per Net Acre
R143375	Non-Residential #1	Commercial	33.60	$ 1,123,650	$ 33,442
R143374	Non-Residential #2	Commercial	32.60	$ 876,150	$ 26,876
R143373	Non-Residential #3	Commercial	44.50	$ 1,197,900	$ 26,919
R143372	Non-Residential #4	Commercial	37.10	$ 1,237,500	$ 33,356
R143371	Non-Residential #5	Commercial	19.90	$ 554,400	$ 27,859
R143370/R120197	Residential #1	Residential	71.70	$ 1,277,100	$ 17,812
R143369	Residential #2	Residential	60.00	$ 1,069,200	$ 17,820
R143368	Residential #3	Residential	96.10	$ 1,841,400	$ 19,161
R143367	Residential #4	Residential	66.70	$ 1,232,550	$ 18,479
R18169	Residential #5	Residential	183.50	$ 1,890,900	$ 10,305
R19065	Residential #6	Residential	98.40	$ 1,569,150	$ 15,947
R143364/R13142	Residential #7	Residential	372.70	$ 4,207,500	$ 11,289
R143365	Residential #8	Residential	64.00	$ 930,600	$ 14,541
Owner Assn. Facilities			-	$ 192,000	
Totals			**1,180.8**	**$ 19,200,000**	

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 145,256	$ 145,256	$ -	$ -	$ -	$ -	$ (145,256)	$ -
09/15/16	$ -	$ 1,307,300	$ 1,307,300	$ 39,000	$ 38,400	$ 57,600	$ -	$ (1,307,300)	$ 135,000
09/15/17	$ -	$ 1,307,300	$ 1,307,300	$ 39,780	$ 38,400	$ 57,600	$ -	$ -	$ 1,443,080
09/15/18	$ 240,000	$ 1,307,300	$ 1,547,300	$ 40,576	$ 38,400	$ 57,600	$ -	$ -	$ 1,683,876
09/15/19	$ 255,000	$ 1,295,300	$ 1,550,300	$ 41,387	$ 37,920	$ 56,880	$ -	$ -	$ 1,686,487
09/15/20	$ 265,000	$ 1,282,550	$ 1,547,550	$ 42,215	$ 37,410	$ 56,115	$ -	$ -	$ 1,683,290
09/15/21	$ 280,000	$ 1,269,300	$ 1,549,300	$ 43,059	$ 36,880	$ 55,320	$ -	$ -	$ 1,684,559
09/15/22	$ 270,000	$ 1,255,300	$ 1,525,300	$ 43,920	$ 36,320	$ 54,480	$ -	$ -	$ 1,660,020
09/15/23	$ 320,000	$ 1,238,425	$ 1,558,425	$ 44,799	$ 4,620	$ 84,830	$ -	$ -	$ 1,692,674
09/15/24	$ 345,000	$ 1,218,425	$ 1,563,425	$ 45,695	$ -	$ 87,850	$ -	$ -	$ 1,696,970
09/15/25	$ 370,000	$ 1,196,863	$ 1,566,863	$ 46,609	$ -	$ 86,125	$ -	$ -	$ 1,699,596
09/15/26	$ 395,000	$ 1,173,738	$ 1,568,738	$ 47,541	$ -	$ 84,275	$ -	$ -	$ 1,700,553
09/15/27	$ 420,000	$ 1,149,050	$ 1,569,050	$ 48,492	$ -	$ 82,300	$ -	$ -	$ 1,699,842
09/15/28	$ 450,000	$ 1,122,800	$ 1,572,800	$ 49,461	$ -	$ 80,200	$ -	$ -	$ 1,702,461
09/15/29	$ 485,000	$ 1,091,300	$ 1,576,300	$ 50,451	$ -	$ 77,950	$ -	$ -	$ 1,704,701
09/15/30	$ 520,000	$ 1,057,350	$ 1,577,350	$ 51,460	$ -	$ 75,525	$ -	$ -	$ 1,704,335
09/15/31	$ 560,000	$ 1,020,950	$ 1,580,950	$ 52,489	$ -	$ 72,925	$ -	$ -	$ 1,706,364
09/15/32	$ 600,000	$ 981,750	$ 1,581,750	$ 53,539	$ -	$ 70,125	$ -	$ -	$ 1,705,414
09/15/33	$ 645,000	$ 939,750	$ 1,584,750	$ 54,609	$ -	$ 67,125	$ -	$ -	$ 1,706,484
09/15/34	$ 695,000	$ 894,600	$ 1,589,600	$ 55,702	$ -	$ 63,900	$ -	$ -	$ 1,709,202
09/15/35	$ 745,000	$ 845,950	$ 1,590,950	$ 56,816	$ -	$ 60,425	$ -	$ -	$ 1,708,191
09/15/36	$ 800,000	$ 793,800	$ 1,593,800	$ 57,952	$ -	$ 56,700	$ -	$ -	$ 1,708,452
09/15/37	$ 860,000	$ 737,800	$ 1,597,800	$ 59,111	$ -	$ 52,700	$ -	$ -	$ 1,709,611
09/15/38	$ 925,000	$ 677,600	$ 1,602,600	$ 60,293	$ -	$ 48,400	$ -	$ -	$ 1,711,293
09/15/39	$ 995,000	$ 612,850	$ 1,607,850	$ 61,499	$ -	$ 43,775	$ -	$ -	$ 1,713,124
09/15/40	$ 1,070,000	$ 543,200	$ 1,613,200	$ 62,729	$ -	$ 38,800	$ -	$ -	$ 1,714,729
09/15/41	$ 1,150,000	$ 468,300	$ 1,618,300	$ 63,984	$ -	$ 33,450	$ -	$ -	$ 1,715,734
09/15/42	$ 1,240,000	$ 387,800	$ 1,627,800	$ 65,263	$ -	$ 27,700	$ -	$ -	$ 1,720,763
09/15/43	$ 1,330,000	$ 301,000	$ 1,631,000	$ 66,569	$ -	$ 21,500	$ -	$ -	$ 1,719,069
09/15/44	$ 1,430,000	$ 207,900	$ 1,637,900	$ 67,900	$ -	$ 14,850	$ -	$ -	$ 1,720,650
09/15/45	$ 1,540,000	$ 107,800	$ 1,647,800	$ 69,258	$ -	$ 7,700	$ (1,647,800)	$ -	$ 76,958
Totals	$ 19,200,000	$ 27,938,606	$ 47,138,606	$ 1,582,155	$ 268,350	$ 1,734,725	$ (1,647,800)	$ (1,452,556)	$ 47,623,480

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 8,501	$ 8,501	$ -	$ -	$ -	$ -	$ (8,501)	$ -
09/15/16	$ -	$ 76,508	$ 76,508	$ 2,282	$ 2,247	$ 3,371	$ -	$ (76,508)	$ 7,901
09/15/17	$ -	$ 76,508	$ 76,508	$ 2,328	$ 2,247	$ 3,371	$ -	$ -	$ 84,454
09/15/18	$ 14,046	$ 76,508	$ 90,553	$ 2,375	$ 2,247	$ 3,371	$ -	$ -	$ 98,546
09/15/19	$ 14,923	$ 75,805	$ 90,729	$ 2,422	$ 2,219	$ 3,329	$ -	$ -	$ 98,699
09/15/20	$ 15,509	$ 75,059	$ 90,568	$ 2,471	$ 2,189	$ 3,284	$ -	$ -	$ 98,512
09/15/21	$ 16,387	$ 74,284	$ 90,670	$ 2,520	$ 2,158	$ 3,238	$ -	$ -	$ 98,586
09/15/22	$ 15,801	$ 73,464	$ 89,266	$ 2,570	$ 2,126	$ 3,188	$ -	$ -	$ 97,150
09/15/23	$ 18,728	$ 72,477	$ 91,204	$ 2,622	$ 270	$ 4,965	$ -	$ -	$ 99,061
09/15/24	$ 20,191	$ 71,306	$ 91,497	$ 2,674	$ -	$ 5,141	$ -	$ -	$ 99,313
09/15/25	$ 21,654	$ 70,045	$ 91,698	$ 2,728	$ -	$ 5,040	$ -	$ -	$ 99,466
09/15/26	$ 23,117	$ 68,691	$ 91,808	$ 2,782	$ -	$ 4,932	$ -	$ -	$ 99,522
09/15/27	$ 24,580	$ 67,246	$ 91,826	$ 2,838	$ -	$ 4,816	$ -	$ -	$ 99,481
09/15/28	$ 26,336	$ 65,710	$ 92,046	$ 2,895	$ -	$ 4,694	$ -	$ -	$ 99,634
09/15/29	$ 28,384	$ 63,867	$ 92,250	$ 2,953	$ -	$ 4,562	$ -	$ -	$ 99,765
09/15/30	$ 30,432	$ 61,880	$ 92,312	$ 3,012	$ -	$ 4,420	$ -	$ -	$ 99,744
09/15/31	$ 32,779	$ 59,750	$ 92,523	$ 3,072	$ -	$ 4,268	$ -	$ -	$ 99,862
09/15/32	$ 35,114	$ 57,455	$ 92,569	$ 3,133	$ -	$ 4,104	$ -	$ -	$ 99,807
09/15/33	$ 37,748	$ 54,997	$ 92,745	$ 3,196	$ -	$ 3,928	$ -	$ -	$ 99,869
09/15/34	$ 40,674	$ 52,355	$ 93,029	$ 3,260	$ -	$ 3,740	$ -	$ -	$ 100,028
09/15/35	$ 43,600	$ 49,508	$ 93,108	$ 3,325	$ -	$ 3,536	$ -	$ -	$ 99,969
09/15/36	$ 46,819	$ 46,456	$ 93,275	$ 3,392	$ -	$ 3,318	$ -	$ -	$ 99,984
09/15/37	$ 50,330	$ 43,179	$ 93,509	$ 3,459	$ -	$ 3,084	$ -	$ -	$ 100,052
09/15/38	$ 54,134	$ 39,655	$ 93,790	$ 3,529	$ -	$ 2,833	$ -	$ -	$ 100,151
09/15/39	$ 58,231	$ 35,866	$ 94,097	$ 3,599	$ -	$ 2,562	$ -	$ -	$ 100,258
09/15/40	$ 62,620	$ 31,790	$ 94,410	$ 3,671	$ -	$ 2,271	$ -	$ -	$ 100,352
09/15/41	$ 67,302	$ 27,407	$ 94,708	$ 3,745	$ -	$ 1,958	$ -	$ -	$ 100,411
09/15/42	$ 72,569	$ 22,695	$ 95,264	$ 3,819	$ -	$ 1,621	$ -	$ -	$ 100,705
09/15/43	$ 77,836	$ 17,616	$ 95,452	$ 3,896	$ -	$ 1,258	$ -	$ -	$ 100,606
09/15/44	$ 83,689	$ 12,167	$ 95,856	$ 3,974	$ -	$ 869	$ -	$ -	$ 100,698
09/15/45	$ 90,126	$ 6,309	$ 96,435	$ 4,053	$ -	$ 451	$ (96,435)	$ -	$ 4,504
Totals	$ 1,123,650	$ 1,635,063	$ 2,758,713	$ 92,593	$ 15,705	$ 101,522	$ (96,435)	$ (85,009)	$ 2,787,090

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 6,628	$ 6,628	$ -	$ -	$ -	$ -	$ (6,628)	$ -
09/15/16	$ -	$ 59,656	$ 59,656	$ 1,780	$ 1,752	$ 2,628	$ -	$ (59,656)	$ 6,160
09/15/17	$ -	$ 59,656	$ 59,656	$ 1,815	$ 1,752	$ 2,628	$ -	$ -	$ 65,852
09/15/18	$ 10,952	$ 59,656	$ 70,608	$ 1,852	$ 1,752	$ 2,628	$ -	$ -	$ 76,840
09/15/19	$ 11,636	$ 59,108	$ 70,745	$ 1,889	$ 1,730	$ 2,596	$ -	$ -	$ 76,959
09/15/20	$ 12,093	$ 58,526	$ 70,619	$ 1,926	$ 1,707	$ 2,561	$ -	$ -	$ 76,813
09/15/21	$ 12,777	$ 57,922	$ 70,699	$ 1,965	$ 1,683	$ 2,524	$ -	$ -	$ 76,871
09/15/22	$ 12,321	$ 57,283	$ 69,604	$ 2,004	$ 1,657	$ 2,486	$ -	$ -	$ 75,751
09/15/23	$ 14,603	$ 56,513	$ 71,115	$ 2,044	$ 211	$ 3,871	$ -	$ -	$ 77,241
09/15/24	$ 15,743	$ 55,600	$ 71,343	$ 2,085	$ -	$ 4,009	$ -	$ -	$ 77,438
09/15/25	$ 16,884	$ 54,616	$ 71,500	$ 2,127	$ -	$ 3,930	$ -	$ -	$ 77,557
09/15/26	$ 18,025	$ 53,561	$ 71,586	$ 2,169	$ -	$ 3,846	$ -	$ -	$ 77,601
09/15/27	$ 19,166	$ 52,434	$ 71,600	$ 2,213	$ -	$ 3,756	$ -	$ -	$ 77,569
09/15/28	$ 20,535	$ 51,237	$ 71,771	$ 2,257	$ -	$ 3,660	$ -	$ -	$ 77,688
09/15/29	$ 22,132	$ 49,799	$ 71,931	$ 2,302	$ -	$ 3,557	$ -	$ -	$ 77,790
09/15/30	$ 23,729	$ 48,250	$ 71,979	$ 2,348	$ -	$ 3,446	$ -	$ -	$ 77,774
09/15/31	$ 25,554	$ 46,589	$ 72,143	$ 2,395	$ -	$ 3,328	$ -	$ -	$ 77,866
09/15/32	$ 27,380	$ 44,800	$ 72,180	$ 2,443	$ -	$ 3,200	$ -	$ -	$ 77,823
09/15/33	$ 29,433	$ 42,883	$ 72,317	$ 2,492	$ -	$ 3,063	$ -	$ -	$ 77,872
09/15/34	$ 31,715	$ 40,823	$ 72,538	$ 2,542	$ -	$ 2,916	$ -	$ -	$ 77,996
09/15/35	$ 33,996	$ 38,603	$ 72,600	$ 2,593	$ -	$ 2,757	$ -	$ -	$ 77,950
09/15/36	$ 36,506	$ 36,223	$ 72,730	$ 2,645	$ -	$ 2,587	$ -	$ -	$ 77,961
09/15/37	$ 39,244	$ 33,668	$ 72,912	$ 2,697	$ -	$ 2,405	$ -	$ -	$ 78,014
09/15/38	$ 42,210	$ 30,921	$ 73,131	$ 2,751	$ -	$ 2,209	$ -	$ -	$ 78,091
09/15/39	$ 45,405	$ 27,966	$ 73,371	$ 2,806	$ -	$ 1,998	$ -	$ -	$ 78,175
09/15/40	$ 48,827	$ 24,788	$ 73,615	$ 2,863	$ -	$ 1,771	$ -	$ -	$ 78,248
09/15/41	$ 52,478	$ 21,370	$ 73,848	$ 2,920	$ -	$ 1,526	$ -	$ -	$ 78,294
09/15/42	$ 56,585	$ 17,696	$ 74,281	$ 2,978	$ -	$ 1,264	$ -	$ -	$ 78,523
09/15/43	$ 60,692	$ 13,735	$ 74,427	$ 3,038	$ -	$ 981	$ -	$ -	$ 78,446
09/15/44	$ 65,255	$ 9,487	$ 74,742	$ 3,098	$ -	$ 678	$ -	$ -	$ 78,518
09/15/45	$ 70,275	$ 4,919	$ 75,194	$ 3,160	$ -	$ 351	$ (75,194)	$ -	$ 3,512
Totals	$ 876,150	$ 1,274,917	$ 2,151,067	$ 72,198	$ 12,246	$ 79,160	$ (75,194)	$ (66,284)	$ 2,173,193

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 9,063	$ 9,063	$ -	$ -	$ -	$ -	$ (9,063)	$ -
09/15/16	$ -	$ 81,563	$ 81,563	$ 2,433	$ 2,396	$ 3,594	$ -	$ (81,563)	$ 8,423
09/15/17	$ -	$ 81,563	$ 81,563	$ 2,482	$ 2,396	$ 3,594	$ -	$ -	$ 90,035
09/15/18	$ 14,974	$ 81,563	$ 96,537	$ 2,532	$ 2,396	$ 3,594	$ -	$ -	$ 105,058
09/15/19	$ 15,910	$ 80,815	$ 96,724	$ 2,582	$ 2,366	$ 3,549	$ -	$ -	$ 105,221
09/15/20	$ 16,534	$ 80,019	$ 96,553	$ 2,634	$ 2,334	$ 3,501	$ -	$ -	$ 105,022
09/15/21	$ 17,469	$ 79,192	$ 96,662	$ 2,686	$ 2,301	$ 3,451	$ -	$ -	$ 105,101
09/15/22	$ 16,845	$ 78,319	$ 95,164	$ 2,740	$ 2,266	$ 3,399	$ -	$ -	$ 103,570
09/15/23	$ 19,965	$ 77,266	$ 97,231	$ 2,795	$ 288	$ 5,293	$ -	$ -	$ 105,607
09/15/24	$ 21,525	$ 76,018	$ 97,543	$ 2,851	$ -	$ 5,481	$ -	$ -	$ 105,875
09/15/25	$ 23,085	$ 74,673	$ 97,758	$ 2,908	$ -	$ 5,373	$ -	$ -	$ 106,039
09/15/26	$ 24,644	$ 73,230	$ 97,875	$ 2,966	$ -	$ 5,258	$ -	$ -	$ 106,099
09/15/27	$ 26,204	$ 71,690	$ 97,894	$ 3,025	$ -	$ 5,135	$ -	$ -	$ 106,054
09/15/28	$ 28,076	$ 70,052	$ 98,128	$ 3,086	$ -	$ 5,004	$ -	$ -	$ 106,218
09/15/29	$ 30,259	$ 68,087	$ 98,346	$ 3,148	$ -	$ 4,863	$ -	$ -	$ 106,357
09/15/30	$ 32,443	$ 65,969	$ 98,412	$ 3,211	$ -	$ 4,712	$ -	$ -	$ 106,335
09/15/31	$ 34,939	$ 63,598	$ 98,636	$ 3,275	$ -	$ 4,550	$ -	$ -	$ 106,461
09/15/32	$ 37,434	$ 61,252	$ 98,686	$ 3,340	$ -	$ 4,375	$ -	$ -	$ 106,402
09/15/33	$ 40,242	$ 58,632	$ 98,874	$ 3,407	$ -	$ 4,188	$ -	$ -	$ 106,469
09/15/34	$ 43,361	$ 55,815	$ 99,176	$ 3,475	$ -	$ 3,987	$ -	$ -	$ 106,638
09/15/35	$ 46,481	$ 52,779	$ 99,260	$ 3,545	$ -	$ 3,770	$ -	$ -	$ 106,575
09/15/36	$ 49,913	$ 49,526	$ 99,438	$ 3,616	$ -	$ 3,538	$ -	$ -	$ 106,591
09/15/37	$ 53,656	$ 46,032	$ 99,688	$ 3,688	$ -	$ 3,288	$ -	$ -	$ 106,664
09/15/38	$ 57,711	$ 42,276	$ 99,987	$ 3,762	$ -	$ 3,020	$ -	$ -	$ 106,769
09/15/39	$ 62,079	$ 38,236	$ 100,315	$ 3,837	$ -	$ 2,731	$ -	$ -	$ 106,883
09/15/40	$ 66,758	$ 33,891	$ 100,649	$ 3,914	$ -	$ 2,421	$ -	$ -	$ 106,983
09/15/41	$ 71,749	$ 29,218	$ 100,967	$ 3,992	$ -	$ 2,087	$ -	$ -	$ 107,046
09/15/42	$ 77,364	$ 24,195	$ 101,559	$ 4,072	$ -	$ 1,728	$ -	$ -	$ 107,359
09/15/43	$ 82,980	$ 18,780	$ 101,759	$ 4,153	$ -	$ 1,341	$ -	$ -	$ 107,254
09/15/44	$ 89,219	$ 12,971	$ 102,190	$ 4,236	$ -	$ 927	$ -	$ -	$ 107,352
09/15/45	$ 96,082	$ 6,726	$ 102,807	$ 4,321	$ -	$ 480	$ (102,807)	$ -	$ 4,801
Totals	$ 1,197,900	$ 1,743,107	$ 2,941,007	$ 98,712	$ 16,743	$ 108,231	$ (102,807)	$ (90,626)	$ 2,971,259

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 9,362	$ 9,362	$ -	$ -	$ -	$ -	$ (9,362)	$ -
09/15/16	$ -	$ 84,260	$ 84,260	$ 2,514	$ 2,475	$ 3,713	$ -	$ (84,260)	$ 8,701
09/15/17	$ -	$ 84,260	$ 84,260	$ 2,564	$ 2,475	$ 3,713	$ -	$ -	$ 93,011
09/15/18	$ 15,469	$ 84,260	$ 99,728	$ 2,615	$ 2,475	$ 3,713	$ -	$ -	$ 108,531
09/15/19	$ 16,436	$ 83,486	$ 99,922	$ 2,668	$ 2,444	$ 3,666	$ -	$ -	$ 108,699
09/15/20	$ 17,080	$ 82,664	$ 99,744	$ 2,721	$ 2,411	$ 3,617	$ -	$ -	$ 108,493
09/15/21	$ 18,047	$ 81,810	$ 99,857	$ 2,775	$ 2,377	$ 3,566	$ -	$ -	$ 108,575
09/15/22	$ 17,402	$ 80,908	$ 98,310	$ 2,831	$ 2,341	$ 3,511	$ -	$ -	$ 106,993
09/15/23	$ 20,625	$ 79,820	$ 100,445	$ 2,887	$ 298	$ 5,468	$ -	$ -	$ 109,098
09/15/24	$ 22,236	$ 78,531	$ 100,768	$ 2,945	$ -	$ 5,662	$ -	$ -	$ 109,375
09/15/25	$ 23,848	$ 77,142	$ 100,989	$ 3,004	$ -	$ 5,551	$ -	$ -	$ 109,544
09/15/26	$ 25,459	$ 75,651	$ 101,110	$ 3,064	$ -	$ 5,432	$ -	$ -	$ 109,606
09/15/27	$ 27,070	$ 74,060	$ 101,130	$ 3,125	$ -	$ 5,304	$ -	$ -	$ 109,560
09/15/28	$ 29,004	$ 72,368	$ 101,372	$ 3,188	$ -	$ 5,169	$ -	$ -	$ 109,729
09/15/29	$ 31,260	$ 70,338	$ 101,597	$ 3,252	$ -	$ 5,024	$ -	$ -	$ 109,873
09/15/30	$ 33,516	$ 68,150	$ 101,665	$ 3,317	$ -	$ 4,868	$ -	$ -	$ 109,850
09/15/31	$ 36,094	$ 65,803	$ 101,897	$ 3,383	$ -	$ 4,700	$ -	$ -	$ 109,980
09/15/32	$ 38,672	$ 63,277	$ 101,949	$ 3,451	$ -	$ 4,520	$ -	$ -	$ 109,919
09/15/33	$ 41,572	$ 60,570	$ 102,142	$ 3,520	$ -	$ 4,326	$ -	$ -	$ 109,988
09/15/34	$ 44,795	$ 57,660	$ 102,455	$ 3,590	$ -	$ 4,119	$ -	$ -	$ 110,163
09/15/35	$ 48,018	$ 54,524	$ 102,542	$ 3,662	$ -	$ 3,895	$ -	$ -	$ 110,098
09/15/36	$ 51,563	$ 51,163	$ 102,725	$ 3,735	$ -	$ 3,654	$ -	$ -	$ 110,115
09/15/37	$ 55,430	$ 47,554	$ 102,983	$ 3,810	$ -	$ 3,397	$ -	$ -	$ 110,190
09/15/38	$ 59,619	$ 43,673	$ 103,293	$ 3,886	$ -	$ 3,120	$ -	$ -	$ 110,298
09/15/39	$ 64,131	$ 39,500	$ 103,631	$ 3,964	$ -	$ 2,821	$ -	$ -	$ 110,416
09/15/40	$ 68,965	$ 35,011	$ 103,976	$ 4,043	$ -	$ 2,501	$ -	$ -	$ 110,520
09/15/41	$ 74,121	$ 30,183	$ 104,304	$ 4,124	$ -	$ 2,156	$ -	$ -	$ 110,584
09/15/42	$ 79,922	$ 24,995	$ 104,917	$ 4,206	$ -	$ 1,785	$ -	$ -	$ 110,909
09/15/43	$ 85,723	$ 19,400	$ 105,123	$ 4,291	$ -	$ 1,386	$ -	$ -	$ 110,799
09/15/44	$ 92,168	$ 13,400	$ 105,568	$ 4,376	$ -	$ 957	$ -	$ -	$ 110,901
09/15/45	$ 99,258	$ 6,948	$ 106,206	$ 4,464	$ -	$ 496	$ (106,206)	$ -	$ 4,960
Totals	$ 1,237,500	$ 1,800,730	$ 3,038,230	$ 101,975	$ 17,296	$ 111,808	$ (106,206)	$ (93,622)	$ 3,069,482

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 4,194	$ 4,194	$ -	$ -	$ -	$ -	$ (4,194)	$ -
09/15/16	$ -	$ 37,748	$ 37,748	$ 1,126	$ 1,109	$ 1,663	$ -	$ (37,748)	$ 3,898
09/15/17	$ -	$ 37,748	$ 37,748	$ 1,149	$ 1,109	$ 1,663	$ -	$ -	$ 41,669
09/15/18	$ 6,930	$ 37,748	$ 44,678	$ 1,172	$ 1,109	$ 1,663	$ -	$ -	$ 48,622
09/15/19	$ 7,363	$ 37,402	$ 44,765	$ 1,195	$ 1,095	$ 1,642	$ -	$ -	$ 48,697
09/15/20	$ 7,652	$ 37,034	$ 44,686	$ 1,219	$ 1,080	$ 1,620	$ -	$ -	$ 48,605
09/15/21	$ 8,085	$ 36,651	$ 44,736	$ 1,243	$ 1,065	$ 1,597	$ -	$ -	$ 48,642
09/15/22	$ 7,796	$ 36,247	$ 44,043	$ 1,268	$ 1,049	$ 1,573	$ -	$ -	$ 47,933
09/15/23	$ 9,240	$ 35,760	$ 45,000	$ 1,294	$ 133	$ 2,449	$ -	$ -	$ 48,876
09/15/24	$ 9,962	$ 35,182	$ 45,144	$ 1,319	$ -	$ 2,537	$ -	$ -	$ 49,000
09/15/25	$ 10,684	$ 34,559	$ 45,243	$ 1,346	$ -	$ 2,487	$ -	$ -	$ 49,076
09/15/26	$ 11,406	$ 33,892	$ 45,297	$ 1,373	$ -	$ 2,433	$ -	$ -	$ 49,103
09/15/27	$ 12,128	$ 33,179	$ 45,306	$ 1,400	$ -	$ 2,376	$ -	$ -	$ 49,083
09/15/28	$ 12,994	$ 32,421	$ 45,415	$ 1,428	$ -	$ 2,316	$ -	$ -	$ 49,159
09/15/29	$ 14,004	$ 31,511	$ 45,516	$ 1,457	$ -	$ 2,251	$ -	$ -	$ 49,223
09/15/30	$ 15,015	$ 30,531	$ 45,546	$ 1,486	$ -	$ 2,181	$ -	$ -	$ 49,213
09/15/31	$ 16,170	$ 29,480	$ 45,650	$ 1,516	$ -	$ 2,106	$ -	$ -	$ 49,271
09/15/32	$ 17,325	$ 28,348	$ 45,673	$ 1,546	$ -	$ 2,025	$ -	$ -	$ 49,244
09/15/33	$ 18,624	$ 27,135	$ 45,760	$ 1,577	$ -	$ 1,938	$ -	$ -	$ 49,275
09/15/34	$ 20,068	$ 25,832	$ 45,900	$ 1,608	$ -	$ 1,845	$ -	$ -	$ 49,353
09/15/35	$ 21,512	$ 24,427	$ 45,939	$ 1,641	$ -	$ 1,745	$ -	$ -	$ 49,324
09/15/36	$ 23,100	$ 22,921	$ 46,021	$ 1,673	$ -	$ 1,637	$ -	$ -	$ 49,332
09/15/37	$ 24,833	$ 21,304	$ 46,136	$ 1,707	$ -	$ 1,522	$ -	$ -	$ 49,365
09/15/38	$ 26,709	$ 19,566	$ 46,275	$ 1,741	$ -	$ 1,398	$ -	$ -	$ 49,414
09/15/39	$ 28,731	$ 17,696	$ 46,427	$ 1,776	$ -	$ 1,264	$ -	$ -	$ 49,466
09/15/40	$ 30,896	$ 15,685	$ 46,581	$ 1,811	$ -	$ 1,120	$ -	$ -	$ 49,513
09/15/41	$ 33,206	$ 13,522	$ 46,728	$ 1,848	$ -	$ 966	$ -	$ -	$ 49,542
09/15/42	$ 35,805	$ 11,198	$ 47,003	$ 1,884	$ -	$ 800	$ -	$ -	$ 49,687
09/15/43	$ 38,404	$ 8,691	$ 47,095	$ 1,922	$ -	$ 621	$ -	$ -	$ 49,638
09/15/44	$ 41,291	$ 6,003	$ 47,294	$ 1,961	$ -	$ 429	$ -	$ -	$ 49,684
09/15/45	$ 44,468	$ 3,113	$ 47,580	$ 2,000	$ -	$ 222	$ (47,580)	$ -	$ 2,222
Totals	$ 554,400	$ 806,727	$ 1,361,127	$ 45,685	$ 7,749	$ 50,090	$ (47,580)	$ (41,943)	$ 1,375,128

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 9,662	$ 9,662	$ -	$ -	$ -	$ -	$ (9,662)	$ -
09/15/16	$ -	$ 86,956	$ 86,956	$ 2,594	$ 2,554	$ 3,831	$ -	$ (86,956)	$ 8,980
09/15/17	$ -	$ 86,956	$ 86,956	$ 2,646	$ 2,554	$ 3,831	$ -	$ -	$ 95,987
09/15/18	$ 15,964	$ 86,956	$ 102,920	$ 2,699	$ 2,554	$ 3,831	$ -	$ -	$ 112,004
09/15/19	$ 16,961	$ 86,158	$ 103,119	$ 2,753	$ 2,522	$ 3,783	$ -	$ -	$ 112,178
09/15/20	$ 17,627	$ 85,310	$ 102,936	$ 2,808	$ 2,488	$ 3,733	$ -	$ -	$ 111,965
09/15/21	$ 18,624	$ 84,428	$ 103,053	$ 2,864	$ 2,453	$ 3,680	$ -	$ -	$ 112,050
09/15/22	$ 17,959	$ 83,497	$ 101,456	$ 2,921	$ 2,416	$ 3,624	$ -	$ -	$ 110,417
09/15/23	$ 21,285	$ 82,375	$ 103,660	$ 2,980	$ 307	$ 5,643	$ -	$ -	$ 112,589
09/15/24	$ 22,948	$ 81,044	$ 103,992	$ 3,039	$ -	$ 5,843	$ -	$ -	$ 112,875
09/15/25	$ 24,611	$ 79,610	$ 104,221	$ 3,100	$ -	$ 5,729	$ -	$ -	$ 113,050
09/15/26	$ 26,274	$ 78,072	$ 104,346	$ 3,162	$ -	$ 5,606	$ -	$ -	$ 113,113
09/15/27	$ 27,937	$ 76,430	$ 104,366	$ 3,225	$ -	$ 5,474	$ -	$ -	$ 113,066
09/15/28	$ 29,932	$ 74,684	$ 104,616	$ 3,290	$ -	$ 5,335	$ -	$ -	$ 113,240
09/15/29	$ 32,260	$ 72,589	$ 104,849	$ 3,356	$ -	$ 5,185	$ -	$ -	$ 113,389
09/15/30	$ 34,588	$ 70,330	$ 104,918	$ 3,423	$ -	$ 5,024	$ -	$ -	$ 113,365
09/15/31	$ 37,249	$ 67,909	$ 105,158	$ 3,491	$ -	$ 4,851	$ -	$ -	$ 113,500
09/15/32	$ 39,909	$ 65,302	$ 105,211	$ 3,561	$ -	$ 4,664	$ -	$ -	$ 113,437
09/15/33	$ 42,903	$ 62,508	$ 105,411	$ 3,632	$ -	$ 4,465	$ -	$ -	$ 113,508
09/15/34	$ 46,228	$ 59,505	$ 105,733	$ 3,705	$ -	$ 4,250	$ -	$ -	$ 113,689
09/15/35	$ 49,554	$ 56,269	$ 105,823	$ 3,779	$ -	$ 4,019	$ -	$ -	$ 113,621
09/15/36	$ 53,213	$ 52,800	$ 106,013	$ 3,855	$ -	$ 3,771	$ -	$ -	$ 113,639
09/15/37	$ 57,203	$ 49,075	$ 106,279	$ 3,932	$ -	$ 3,505	$ -	$ -	$ 113,716
09/15/38	$ 61,527	$ 45,071	$ 106,598	$ 4,010	$ -	$ 3,219	$ -	$ -	$ 113,828
09/15/39	$ 66,183	$ 40,764	$ 106,947	$ 4,091	$ -	$ 2,912	$ -	$ -	$ 113,950
09/15/40	$ 71,172	$ 36,131	$ 107,303	$ 4,172	$ -	$ 2,581	$ -	$ -	$ 114,056
09/15/41	$ 76,493	$ 31,149	$ 107,642	$ 4,256	$ -	$ 2,225	$ -	$ -	$ 114,123
09/15/42	$ 82,479	$ 25,795	$ 108,274	$ 4,341	$ -	$ 1,842	$ -	$ -	$ 114,458
09/15/43	$ 88,466	$ 20,021	$ 108,487	$ 4,428	$ -	$ 1,430	$ -	$ -	$ 114,345
09/15/44	$ 95,117	$ 13,829	$ 108,946	$ 4,516	$ -	$ 988	$ -	$ -	$ 114,450
09/15/45	$ 102,434	$ 7,170	$ 109,604	$ 4,607	$ -	$ 512	$ (109,604)	$ -	$ 5,119
Totals	$ 1,277,100	$ 1,858,354	$ 3,135,454	$ 105,238	$ 17,849	$ 115,386	$ (109,604)	$ (96,618)	$ 3,167,706

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 8,089	$ 8,089	$ -	$ -	$ -	$ -	$ (8,089)	$ -
09/15/16	$ -	$ 72,800	$ 72,800	$ 2,172	$ 2,138	$ 3,208	$ -	$ (72,800)	$ 7,518
09/15/17	$ -	$ 72,800	$ 72,800	$ 2,215	$ 2,138	$ 3,208	$ -	$ -	$ 80,362
09/15/18	$ 13,365	$ 72,800	$ 86,165	$ 2,260	$ 2,138	$ 3,208	$ -	$ -	$ 93,771
09/15/19	$ 14,200	$ 72,132	$ 86,332	$ 2,305	$ 2,112	$ 3,168	$ -	$ -	$ 93,916
09/15/20	$ 14,757	$ 71,422	$ 86,179	$ 2,351	$ 2,083	$ 3,125	$ -	$ -	$ 93,738
09/15/21	$ 15,593	$ 70,684	$ 86,277	$ 2,398	$ 2,054	$ 3,081	$ -	$ -	$ 93,809
09/15/22	$ 15,036	$ 69,905	$ 84,940	$ 2,446	$ 2,023	$ 3,034	$ -	$ -	$ 92,442
09/15/23	$ 17,820	$ 68,965	$ 86,785	$ 2,495	$ 257	$ 4,724	$ -	$ -	$ 94,261
09/15/24	$ 19,212	$ 67,851	$ 87,063	$ 2,545	$ -	$ 4,892	$ -	$ -	$ 94,500
09/15/25	$ 20,604	$ 66,650	$ 87,255	$ 2,596	$ -	$ 4,796	$ -	$ -	$ 94,646
09/15/26	$ 21,997	$ 65,363	$ 87,359	$ 2,647	$ -	$ 4,693	$ -	$ -	$ 94,700
09/15/27	$ 23,389	$ 63,988	$ 87,376	$ 2,700	$ -	$ 4,583	$ -	$ -	$ 94,660
09/15/28	$ 25,059	$ 62,526	$ 87,585	$ 2,754	$ -	$ 4,466	$ -	$ -	$ 94,806
09/15/29	$ 27,008	$ 60,772	$ 87,780	$ 2,809	$ -	$ 4,341	$ -	$ -	$ 94,931
09/15/30	$ 28,958	$ 58,881	$ 87,839	$ 2,866	$ -	$ 4,206	$ -	$ -	$ 94,910
09/15/31	$ 31,185	$ 56,854	$ 88,039	$ 2,923	$ -	$ 4,061	$ -	$ -	$ 95,023
09/15/32	$ 33,413	$ 54,671	$ 88,084	$ 2,981	$ -	$ 3,905	$ -	$ -	$ 94,970
09/15/33	$ 35,918	$ 52,332	$ 88,251	$ 3,041	$ -	$ 3,738	$ -	$ -	$ 95,030
09/15/34	$ 38,703	$ 49,818	$ 88,521	$ 3,102	$ -	$ 3,558	$ -	$ -	$ 95,181
09/15/35	$ 41,487	$ 47,109	$ 88,596	$ 3,164	$ -	$ 3,365	$ -	$ -	$ 95,125
09/15/36	$ 44,550	$ 44,205	$ 88,755	$ 3,227	$ -	$ 3,157	$ -	$ -	$ 95,139
09/15/37	$ 47,891	$ 41,086	$ 88,977	$ 3,292	$ -	$ 2,935	$ -	$ -	$ 95,204
09/15/38	$ 51,511	$ 37,734	$ 89,245	$ 3,358	$ -	$ 2,695	$ -	$ -	$ 95,298
09/15/39	$ 55,409	$ 34,128	$ 89,537	$ 3,425	$ -	$ 2,438	$ -	$ -	$ 95,400
09/15/40	$ 59,586	$ 30,249	$ 89,835	$ 3,493	$ -	$ 2,161	$ -	$ -	$ 95,489
09/15/41	$ 64,041	$ 26,078	$ 90,119	$ 3,563	$ -	$ 1,863	$ -	$ -	$ 95,545
09/15/42	$ 69,053	$ 21,596	$ 90,648	$ 3,634	$ -	$ 1,543	$ -	$ -	$ 95,825
09/15/43	$ 74,064	$ 16,762	$ 90,826	$ 3,707	$ -	$ 1,197	$ -	$ -	$ 95,731
09/15/44	$ 79,633	$ 11,577	$ 91,211	$ 3,781	$ -	$ 827	$ -	$ -	$ 95,819
09/15/45	$ 85,759	$ 6,003	$ 91,762	$ 3,857	$ -	$ 429	$ (91,762)	$ -	$ 4,286
Totals	$ 1,069,200	$ 1,555,831	$ 2,625,031	$ 88,106	$ 14,944	$ 96,602	$ (91,762)	$ (80,889)	$ 2,652,033

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 13,931	$ 13,931	$ -	$ -	$ -	$ -	$ (13,931)	$ -
09/15/16	$ -	$ 125,378	$ 125,378	$ 3,740	$ 3,683	$ 5,524	$ -	$ (125,378)	$ 12,947
09/15/17	$ -	$ 125,378	$ 125,378	$ 3,815	$ 3,683	$ 5,524	$ -	$ -	$ 138,400
09/15/18	$ 23,018	$ 125,378	$ 148,396	$ 3,891	$ 3,683	$ 5,524	$ -	$ -	$ 161,494
09/15/19	$ 24,456	$ 124,227	$ 148,683	$ 3,969	$ 3,637	$ 5,455	$ -	$ -	$ 161,745
09/15/20	$ 25,415	$ 123,005	$ 148,420	$ 4,049	$ 3,588	$ 5,382	$ -	$ -	$ 161,438
09/15/21	$ 26,854	$ 121,734	$ 148,588	$ 4,130	$ 3,537	$ 5,306	$ -	$ -	$ 161,560
09/15/22	$ 25,895	$ 120,391	$ 146,286	$ 4,212	$ 3,483	$ 5,225	$ -	$ -	$ 159,206
09/15/23	$ 30,690	$ 118,773	$ 149,463	$ 4,296	$ 443	$ 8,136	$ -	$ -	$ 162,338
09/15/24	$ 33,088	$ 116,855	$ 149,942	$ 4,382	$ -	$ 8,425	$ -	$ -	$ 162,750
09/15/25	$ 35,485	$ 114,787	$ 150,272	$ 4,470	$ -	$ 8,260	$ -	$ -	$ 163,002
09/15/26	$ 37,883	$ 112,569	$ 150,452	$ 4,559	$ -	$ 8,082	$ -	$ -	$ 163,094
09/15/27	$ 40,281	$ 110,201	$ 150,482	$ 4,651	$ -	$ 7,893	$ -	$ -	$ 163,025
09/15/28	$ 43,158	$ 107,684	$ 150,841	$ 4,744	$ -	$ 7,692	$ -	$ -	$ 163,277
09/15/29	$ 46,515	$ 104,662	$ 151,177	$ 4,839	$ -	$ 7,476	$ -	$ -	$ 163,491
09/15/30	$ 49,871	$ 101,406	$ 151,278	$ 4,935	$ -	$ 7,243	$ -	$ -	$ 163,456
09/15/31	$ 53,708	$ 97,915	$ 151,623	$ 5,034	$ -	$ 6,994	$ -	$ -	$ 163,651
09/15/32	$ 57,544	$ 94,156	$ 151,700	$ 5,135	$ -	$ 6,725	$ -	$ -	$ 163,560
09/15/33	$ 61,860	$ 90,128	$ 151,987	$ 5,237	$ -	$ 6,438	$ -	$ -	$ 163,663
09/15/34	$ 66,655	$ 85,798	$ 152,453	$ 5,342	$ -	$ 6,128	$ -	$ -	$ 163,923
09/15/35	$ 71,450	$ 81,132	$ 152,582	$ 5,449	$ -	$ 5,795	$ -	$ -	$ 163,826
09/15/36	$ 76,725	$ 76,130	$ 152,855	$ 5,558	$ -	$ 5,438	$ -	$ -	$ 163,851
09/15/37	$ 82,479	$ 70,760	$ 153,239	$ 5,669	$ -	$ 5,054	$ -	$ -	$ 163,962
09/15/38	$ 88,713	$ 64,986	$ 153,699	$ 5,782	$ -	$ 4,642	$ -	$ -	$ 164,124
09/15/39	$ 95,427	$ 58,776	$ 154,203	$ 5,898	$ -	$ 4,198	$ -	$ -	$ 164,299
09/15/40	$ 102,620	$ 52,096	$ 154,716	$ 6,016	$ -	$ 3,721	$ -	$ -	$ 164,453
09/15/41	$ 110,292	$ 44,913	$ 155,205	$ 6,136	$ -	$ 3,208	$ -	$ -	$ 164,550
09/15/42	$ 118,924	$ 37,192	$ 156,116	$ 6,259	$ -	$ 2,657	$ -	$ -	$ 165,032
09/15/43	$ 127,555	$ 28,868	$ 156,423	$ 6,384	$ -	$ 2,062	$ -	$ -	$ 164,869
09/15/44	$ 137,146	$ 19,939	$ 157,085	$ 6,512	$ -	$ 1,424	$ -	$ -	$ 165,021
09/15/45	$ 147,696	$ 10,339	$ 158,034	$ 6,642	$ -	$ 738	$ (158,034)	$ -	$ 7,381
Totals	$ 1,841,400	$ 2,679,487	$ 4,520,887	$ 151,739	$ 25,736	$ 166,371	$ (158,034)	$ (139,309)	$ 4,567,389

	Major Public Improvement PID Bonds			Administrative	Prepayment	Delinquency	Debt Service	Capitalized	Annual
				Expenses	Reserve	Reserve	Reserve Fund	Interest	Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 9,325	$ 9,325	$ -	$ -	$ -	$ -	$ (9,325)	$ -
09/15/16	$ -	$ 83,923	$ 83,923	$ 2,504	$ 2,465	$ 3,698	$ -	$ (83,923)	$ 8,666
09/15/17	$ -	$ 83,923	$ 83,923	$ 2,554	$ 2,465	$ 3,698	$ -	$ -	$ 92,639
09/15/18	$ 15,407	$ 83,923	$ 99,329	$ 2,605	$ 2,465	$ 3,698	$ -	$ -	$ 108,097
09/15/19	$ 16,370	$ 83,152	$ 99,522	$ 2,657	$ 2,434	$ 3,651	$ -	$ -	$ 108,265
09/15/20	$ 17,012	$ 82,334	$ 99,345	$ 2,710	$ 2,402	$ 3,602	$ -	$ -	$ 108,059
09/15/21	$ 17,975	$ 81,483	$ 99,458	$ 2,764	$ 2,368	$ 3,551	$ -	$ -	$ 108,141
09/15/22	$ 17,333	$ 80,584	$ 97,917	$ 2,819	$ 2,332	$ 3,497	$ -	$ -	$ 106,566
09/15/23	$ 20,543	$ 79,501	$ 100,044	$ 2,876	$ 297	$ 5,446	$ -	$ -	$ 108,662
09/15/24	$ 22,147	$ 78,217	$ 100,365	$ 2,933	$ -	$ 5,640	$ -	$ -	$ 108,938
09/15/25	$ 23,752	$ 76,833	$ 100,585	$ 2,992	$ -	$ 5,529	$ -	$ -	$ 109,106
09/15/26	$ 25,357	$ 75,348	$ 100,706	$ 3,052	$ -	$ 5,410	$ -	$ -	$ 109,168
09/15/27	$ 26,962	$ 73,764	$ 100,726	$ 3,113	$ -	$ 5,283	$ -	$ -	$ 109,122
09/15/28	$ 28,888	$ 72,078	$ 100,966	$ 3,175	$ -	$ 5,148	$ -	$ -	$ 109,290
09/15/29	$ 31,135	$ 70,056	$ 101,191	$ 3,239	$ -	$ 5,004	$ -	$ -	$ 109,434
09/15/30	$ 33,382	$ 67,877	$ 101,258	$ 3,303	$ -	$ 4,848	$ -	$ -	$ 109,410
09/15/31	$ 35,949	$ 65,540	$ 101,490	$ 3,370	$ -	$ 4,681	$ -	$ -	$ 109,541
09/15/32	$ 38,517	$ 63,024	$ 101,541	$ 3,437	$ -	$ 4,502	$ -	$ -	$ 109,480
09/15/33	$ 41,406	$ 60,328	$ 101,734	$ 3,506	$ -	$ 4,309	$ -	$ -	$ 109,548
09/15/34	$ 44,616	$ 57,429	$ 102,045	$ 3,576	$ -	$ 4,102	$ -	$ -	$ 109,723
09/15/35	$ 47,826	$ 54,306	$ 102,132	$ 3,647	$ -	$ 3,879	$ -	$ -	$ 109,658
09/15/36	$ 51,356	$ 50,958	$ 102,314	$ 3,720	$ -	$ 3,640	$ -	$ -	$ 109,675
09/15/37	$ 55,208	$ 47,363	$ 102,571	$ 3,795	$ -	$ 3,388	$ -	$ -	$ 109,749
09/15/38	$ 59,381	$ 43,499	$ 102,879	$ 3,871	$ -	$ 3,107	$ -	$ -	$ 109,857
09/15/39	$ 63,874	$ 39,342	$ 103,216	$ 3,948	$ -	$ 2,810	$ -	$ -	$ 109,975
09/15/40	$ 68,689	$ 34,871	$ 103,560	$ 4,027	$ -	$ 2,491	$ -	$ -	$ 110,078
09/15/41	$ 73,825	$ 30,063	$ 103,887	$ 4,107	$ -	$ 2,147	$ -	$ -	$ 110,142
09/15/42	$ 79,602	$ 24,895	$ 104,497	$ 4,190	$ -	$ 1,778	$ -	$ -	$ 110,465
09/15/43	$ 85,380	$ 19,323	$ 104,703	$ 4,273	$ -	$ 1,380	$ -	$ -	$ 110,356
09/15/44	$ 91,799	$ 13,346	$ 105,146	$ 4,359	$ -	$ 953	$ -	$ -	$ 110,458
09/15/45	$ 98,861	$ 6,920	$ 105,781	$ 4,446	$ -	$ 494	$ (105,781)	$ -	$ 4,940
Totals	$ 1,232,550	$ 1,793,528	$ 3,026,078	$ 101,567	$ 17,227	$ 111,361	$ (105,781)	$ (93,247)	$ 3,057,204

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 14,305	$ 14,305	$ -	$ -	$ -	$ -	$ (14,305)	$ -
09/15/16	$ -	$ 128,749	$ 128,749	$ 3,841	$ 3,782	$ 5,673	$ -	$ (128,749)	$ 13,295
09/15/17	$ -	$ 128,749	$ 128,749	$ 3,918	$ 3,782	$ 5,673	$ -	$ -	$ 142,121
09/15/18	$ 23,636	$ 128,749	$ 152,385	$ 3,996	$ 3,782	$ 5,673	$ -	$ -	$ 165,835
09/15/19	$ 25,114	$ 127,567	$ 152,680	$ 4,076	$ 3,735	$ 5,602	$ -	$ -	$ 166,093
09/15/20	$ 26,098	$ 126,311	$ 152,409	$ 4,158	$ 3,684	$ 5,526	$ -	$ -	$ 165,778
09/15/21	$ 27,576	$ 125,006	$ 152,582	$ 4,241	$ 3,632	$ 5,448	$ -	$ -	$ 165,903
09/15/22	$ 26,591	$ 123,627	$ 150,218	$ 4,325	$ 3,577	$ 5,365	$ -	$ -	$ 163,486
09/15/23	$ 31,515	$ 121,966	$ 153,481	$ 4,412	$ 455	$ 8,354	$ -	$ -	$ 166,702
09/15/24	$ 33,977	$ 119,996	$ 153,973	$ 4,500	$ -	$ 8,652	$ -	$ -	$ 167,125
09/15/25	$ 36,439	$ 117,872	$ 154,311	$ 4,590	$ -	$ 8,482	$ -	$ -	$ 167,384
09/15/26	$ 38,901	$ 115,595	$ 154,496	$ 4,682	$ -	$ 8,300	$ -	$ -	$ 167,478
09/15/27	$ 41,363	$ 113,163	$ 154,527	$ 4,776	$ -	$ 8,105	$ -	$ -	$ 167,408
09/15/28	$ 44,318	$ 110,578	$ 154,896	$ 4,871	$ -	$ 7,898	$ -	$ -	$ 167,666
09/15/29	$ 47,765	$ 107,476	$ 155,241	$ 4,969	$ -	$ 7,677	$ -	$ -	$ 167,886
09/15/30	$ 51,212	$ 104,132	$ 155,344	$ 5,068	$ -	$ 7,438	$ -	$ -	$ 167,850
09/15/31	$ 55,151	$ 100,548	$ 155,699	$ 5,169	$ -	$ 7,182	$ -	$ -	$ 168,050
09/15/32	$ 59,091	$ 96,687	$ 155,778	$ 5,273	$ -	$ 6,906	$ -	$ -	$ 167,957
09/15/33	$ 63,522	$ 92,551	$ 156,073	$ 5,378	$ -	$ 6,611	$ -	$ -	$ 168,062
09/15/34	$ 68,447	$ 88,104	$ 156,551	$ 5,486	$ -	$ 6,293	$ -	$ -	$ 168,330
09/15/35	$ 73,371	$ 83,313	$ 156,684	$ 5,595	$ -	$ 5,951	$ -	$ -	$ 168,230
09/15/36	$ 78,788	$ 78,177	$ 156,964	$ 5,707	$ -	$ 5,584	$ -	$ -	$ 168,256
09/15/37	$ 84,697	$ 72,662	$ 157,358	$ 5,822	$ -	$ 5,190	$ -	$ -	$ 168,370
09/15/38	$ 91,098	$ 66,733	$ 157,831	$ 5,938	$ -	$ 4,767	$ -	$ -	$ 168,536
09/15/39	$ 97,992	$ 60,356	$ 158,348	$ 6,057	$ -	$ 4,311	$ -	$ -	$ 168,716
09/15/40	$ 105,378	$ 53,497	$ 158,875	$ 6,178	$ -	$ 3,821	$ -	$ -	$ 168,874
09/15/41	$ 113,257	$ 46,120	$ 159,377	$ 6,301	$ -	$ 3,294	$ -	$ -	$ 168,973
09/15/42	$ 122,121	$ 38,192	$ 160,313	$ 6,427	$ -	$ 2,728	$ -	$ -	$ 169,468
09/15/43	$ 130,984	$ 29,644	$ 160,628	$ 6,556	$ -	$ 2,117	$ -	$ -	$ 169,301
09/15/44	$ 140,833	$ 20,475	$ 161,308	$ 6,687	$ -	$ 1,462	$ -	$ -	$ 169,457
09/15/45	$ 151,666	$ 10,617	$ 162,283	$ 6,821	$ -	$ 758	$ (162,283)	$ -	$ 7,579
Totals	$ 1,890,900	$ 2,751,516	$ 4,642,416	$ 155,818	$ 26,428	$ 170,843	$ (162,283)	$ (143,054)	$ 4,690,169

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 11,871	$ 11,871	$ -	$ -	$ -	$ -	$ (11,871)	$ -
09/15/16	$ -	$ 106,841	$ 106,841	$ 3,187	$ 3,138	$ 4,707	$ -	$ (106,841)	$ 11,033
09/15/17	$ -	$ 106,841	$ 106,841	$ 3,251	$ 3,138	$ 4,707	$ -	$ -	$ 117,938
09/15/18	$ 19,614	$ 106,841	$ 126,456	$ 3,316	$ 3,138	$ 4,707	$ -	$ -	$ 137,617
09/15/19	$ 20,840	$ 105,860	$ 126,701	$ 3,382	$ 3,099	$ 4,649	$ -	$ -	$ 137,831
09/15/20	$ 21,658	$ 104,818	$ 126,476	$ 3,450	$ 3,057	$ 4,586	$ -	$ -	$ 137,569
09/15/21	$ 22,883	$ 103,736	$ 126,619	$ 3,519	$ 3,014	$ 4,521	$ -	$ -	$ 137,673
09/15/22	$ 22,066	$ 102,591	$ 124,658	$ 3,589	$ 2,968	$ 4,452	$ -	$ -	$ 135,668
09/15/23	$ 26,153	$ 101,212	$ 127,365	$ 3,661	$ 378	$ 6,933	$ -	$ -	$ 138,336
09/15/24	$ 28,196	$ 99,578	$ 127,773	$ 3,734	$ -	$ 7,180	$ -	$ -	$ 138,688
09/15/25	$ 30,239	$ 97,815	$ 128,054	$ 3,809	$ -	$ 7,039	$ -	$ -	$ 138,902
09/15/26	$ 32,282	$ 95,926	$ 128,208	$ 3,885	$ -	$ 6,888	$ -	$ -	$ 138,980
09/15/27	$ 34,325	$ 93,908	$ 128,233	$ 3,963	$ -	$ 6,726	$ -	$ -	$ 138,922
09/15/28	$ 36,777	$ 91,763	$ 128,540	$ 4,042	$ -	$ 6,554	$ -	$ -	$ 139,136
09/15/29	$ 39,637	$ 89,188	$ 128,826	$ 4,123	$ -	$ 6,371	$ -	$ -	$ 139,319
09/15/30	$ 42,498	$ 86,414	$ 128,911	$ 4,206	$ -	$ 6,172	$ -	$ -	$ 139,289
09/15/31	$ 45,767	$ 83,439	$ 129,206	$ 4,290	$ -	$ 5,960	$ -	$ -	$ 139,455
09/15/32	$ 49,036	$ 80,235	$ 129,271	$ 4,376	$ -	$ 5,731	$ -	$ -	$ 139,378
09/15/33	$ 52,714	$ 76,803	$ 129,516	$ 4,463	$ -	$ 5,486	$ -	$ -	$ 139,465
09/15/34	$ 56,800	$ 73,113	$ 129,913	$ 4,552	$ -	$ 5,222	$ -	$ -	$ 139,687
09/15/35	$ 60,886	$ 69,137	$ 130,023	$ 4,643	$ -	$ 4,938	$ -	$ -	$ 139,605
09/15/36	$ 65,381	$ 64,875	$ 130,256	$ 4,736	$ -	$ 4,634	$ -	$ -	$ 139,626
09/15/37	$ 70,285	$ 60,298	$ 130,583	$ 4,831	$ -	$ 4,307	$ -	$ -	$ 139,721
09/15/38	$ 75,597	$ 55,378	$ 130,975	$ 4,928	$ -	$ 3,956	$ -	$ -	$ 139,858
09/15/39	$ 81,318	$ 50,086	$ 131,404	$ 5,026	$ -	$ 3,578	$ -	$ -	$ 140,008
09/15/40	$ 87,447	$ 44,394	$ 131,841	$ 5,127	$ -	$ 3,171	$ -	$ -	$ 140,139
09/15/41	$ 93,986	$ 38,273	$ 132,258	$ 5,229	$ -	$ 2,734	$ -	$ -	$ 140,221
09/15/42	$ 101,341	$ 31,694	$ 133,034	$ 5,334	$ -	$ 2,264	$ -	$ -	$ 140,632
09/15/43	$ 108,696	$ 24,600	$ 133,296	$ 5,440	$ -	$ 1,757	$ -	$ -	$ 140,494
09/15/44	$ 116,869	$ 16,991	$ 133,860	$ 5,549	$ -	$ 1,214	$ -	$ -	$ 140,623
09/15/45	$ 125,859	$ 8,810	$ 134,669	$ 5,660	$ -	$ 629	$ (134,669)	$ -	$ 6,290
Totals	$ 1,569,150	$ 2,283,326	$ 3,852,476	$ 129,304	$ 21,931	$ 141,773	$ (134,669)	$ (118,712)	$ 3,892,103

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 31,831	$ 31,831	$ -	$ -	$ -	$ -	$ (31,831)	$ -
09/15/16	$ -	$ 286,483	$ 286,483	$ 8,546	$ 8,415	$ 12,623	$ -	$ (286,483)	$ 29,584
09/15/17	$ -	$ 286,483	$ 286,483	$ 8,717	$ 8,415	$ 12,623	$ -	$ -	$ 316,237
09/15/18	$ 52,594	$ 286,483	$ 339,076	$ 8,892	$ 8,415	$ 12,623	$ -	$ -	$ 369,006
09/15/19	$ 55,881	$ 283,853	$ 339,734	$ 9,070	$ 8,310	$ 12,465	$ -	$ -	$ 369,578
09/15/20	$ 58,072	$ 281,059	$ 339,131	$ 9,251	$ 8,198	$ 12,297	$ -	$ -	$ 368,877
09/15/21	$ 61,359	$ 278,155	$ 339,515	$ 9,436	$ 8,082	$ 12,123	$ -	$ -	$ 369,155
09/15/22	$ 59,168	$ 275,087	$ 334,255	$ 9,625	$ 7,959	$ 11,939	$ -	$ -	$ 363,778
09/15/23	$ 70,125	$ 271,389	$ 341,514	$ 9,817	$ 1,012	$ 18,590	$ -	$ -	$ 370,934
09/15/24	$ 75,604	$ 267,006	$ 342,610	$ 10,014	$ -	$ 19,252	$ -	$ -	$ 371,875
09/15/25	$ 81,082	$ 262,281	$ 343,363	$ 10,214	$ -	$ 18,873	$ -	$ -	$ 372,451
09/15/26	$ 86,561	$ 257,214	$ 343,774	$ 10,418	$ -	$ 18,468	$ -	$ -	$ 372,660
09/15/27	$ 92,039	$ 251,804	$ 343,843	$ 10,626	$ -	$ 18,035	$ -	$ -	$ 372,504
09/15/28	$ 98,613	$ 246,051	$ 344,664	$ 10,839	$ -	$ 17,575	$ -	$ -	$ 373,078
09/15/29	$ 106,283	$ 239,148	$ 345,431	$ 11,056	$ -	$ 17,082	$ -	$ -	$ 373,569
09/15/30	$ 113,953	$ 231,708	$ 345,661	$ 11,277	$ -	$ 16,551	$ -	$ -	$ 373,489
09/15/31	$ 122,719	$ 223,732	$ 346,450	$ 11,502	$ -	$ 15,981	$ -	$ -	$ 373,934
09/15/32	$ 131,484	$ 215,141	$ 346,626	$ 11,732	$ -	$ 15,367	$ -	$ -	$ 373,725
09/15/33	$ 141,346	$ 205,937	$ 347,283	$ 11,967	$ -	$ 14,710	$ -	$ -	$ 373,960
09/15/34	$ 152,303	$ 196,043	$ 348,346	$ 12,206	$ -	$ 14,003	$ -	$ -	$ 374,556
09/15/35	$ 163,260	$ 185,382	$ 348,642	$ 12,451	$ -	$ 13,242	$ -	$ -	$ 374,334
09/15/36	$ 175,313	$ 173,954	$ 349,266	$ 12,700	$ -	$ 12,425	$ -	$ -	$ 374,391
09/15/37	$ 188,461	$ 161,682	$ 350,143	$ 12,954	$ -	$ 11,549	$ -	$ -	$ 374,645
09/15/38	$ 202,705	$ 148,490	$ 351,195	$ 13,213	$ -	$ 10,606	$ -	$ -	$ 375,014
09/15/39	$ 218,045	$ 134,300	$ 352,345	$ 13,477	$ -	$ 9,593	$ -	$ -	$ 375,415
09/15/40	$ 234,480	$ 119,037	$ 353,518	$ 13,746	$ -	$ 8,503	$ -	$ -	$ 375,767
09/15/41	$ 252,012	$ 102,624	$ 354,635	$ 14,021	$ -	$ 7,330	$ -	$ -	$ 375,987
09/15/42	$ 271,734	$ 84,983	$ 356,717	$ 14,302	$ -	$ 6,070	$ -	$ -	$ 377,089
09/15/43	$ 291,457	$ 65,961	$ 357,418	$ 14,588	$ -	$ 4,712	$ -	$ -	$ 376,718
09/15/44	$ 313,371	$ 45,559	$ 358,930	$ 14,880	$ -	$ 3,254	$ -	$ -	$ 377,064
09/15/45	$ 337,477	$ 23,623	$ 361,100	$ 15,177	$ -	$ 1,687	$ (361,100)	$ -	$ 16,865
Totals	$ 4,207,500	$ 6,122,483	$ 10,329,983	$ 346,714	$ 58,806	$ 380,149	$ (361,100)	$ (318,314)	$ 10,436,239

	Major Public Improvement PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment
Due Date (a)	Principal	Interest (b)	Debt Service	(c)					(d)
09/15/15	$ -	$ 7,040	$ 7,040	$ -	$ -	$ -	$ -	$ (7,040)	$ -
09/15/16	$ -	$ 63,363	$ 63,363	$ 1,890	$ 1,861	$ 2,792	$ -	$ (63,363)	$ 6,543
09/15/17	$ -	$ 63,363	$ 63,363	$ 1,928	$ 1,861	$ 2,792	$ -	$ -	$ 69,944
09/15/18	$ 11,633	$ 63,363	$ 74,996	$ 1,967	$ 1,861	$ 2,792	$ -	$ -	$ 81,615
09/15/19	$ 12,360	$ 62,782	$ 75,141	$ 2,006	$ 1,838	$ 2,757	$ -	$ -	$ 81,742
09/15/20	$ 12,844	$ 62,164	$ 75,008	$ 2,046	$ 1,813	$ 2,720	$ -	$ -	$ 81,587
09/15/21	$ 13,571	$ 61,521	$ 75,093	$ 2,087	$ 1,788	$ 2,681	$ -	$ -	$ 81,648
09/15/22	$ 13,087	$ 60,843	$ 73,929	$ 2,129	$ 1,760	$ 2,641	$ -	$ -	$ 80,459
09/15/23	$ 15,510	$ 60,025	$ 75,535	$ 2,171	$ 224	$ 4,112	$ -	$ -	$ 82,042
09/15/24	$ 16,722	$ 59,056	$ 75,777	$ 2,215	$ -	$ 4,258	$ -	$ -	$ 82,250
09/15/25	$ 17,933	$ 58,010	$ 75,944	$ 2,259	$ -	$ 4,174	$ -	$ -	$ 82,377
09/15/26	$ 19,145	$ 56,890	$ 76,035	$ 2,304	$ -	$ 4,085	$ -	$ -	$ 82,424
09/15/27	$ 20,357	$ 55,693	$ 76,050	$ 2,350	$ -	$ 3,989	$ -	$ -	$ 82,389
09/15/28	$ 21,811	$ 54,421	$ 76,232	$ 2,397	$ -	$ 3,887	$ -	$ -	$ 82,516
09/15/29	$ 23,507	$ 52,894	$ 76,401	$ 2,445	$ -	$ 3,778	$ -	$ -	$ 82,625
09/15/30	$ 25,204	$ 51,248	$ 76,452	$ 2,494	$ -	$ 3,661	$ -	$ -	$ 82,607
09/15/31	$ 27,148	$ 49,484	$ 76,627	$ 2,544	$ -	$ 3,535	$ -	$ -	$ 82,705
09/15/32	$ 29,081	$ 47,584	$ 76,665	$ 2,595	$ -	$ 3,399	$ -	$ -	$ 82,659
09/15/33	$ 31,262	$ 45,549	$ 76,811	$ 2,647	$ -	$ 3,253	$ -	$ -	$ 82,711
09/15/34	$ 33,686	$ 43,360	$ 77,046	$ 2,700	$ -	$ 3,097	$ -	$ -	$ 82,843
09/15/35	$ 36,109	$ 41,002	$ 77,111	$ 2,754	$ -	$ 2,929	$ -	$ -	$ 82,794
09/15/36	$ 38,775	$ 38,474	$ 77,249	$ 2,809	$ -	$ 2,748	$ -	$ -	$ 82,807
09/15/37	$ 41,683	$ 35,760	$ 77,443	$ 2,865	$ -	$ 2,554	$ -	$ -	$ 82,863
09/15/38	$ 44,834	$ 32,842	$ 77,676	$ 2,922	$ -	$ 2,346	$ -	$ -	$ 82,944
09/15/39	$ 48,226	$ 29,704	$ 77,930	$ 2,981	$ -	$ 2,122	$ -	$ -	$ 83,033
09/15/40	$ 51,862	$ 26,328	$ 78,190	$ 3,040	$ -	$ 1,881	$ -	$ -	$ 83,111
09/15/41	$ 55,739	$ 22,698	$ 78,437	$ 3,101	$ -	$ 1,621	$ -	$ -	$ 83,159
09/15/42	$ 60,101	$ 18,796	$ 78,897	$ 3,163	$ -	$ 1,343	$ -	$ -	$ 83,403
09/15/43	$ 64,463	$ 14,589	$ 79,053	$ 3,226	$ -	$ 1,042	$ -	$ -	$ 83,321
09/15/44	$ 69,310	$ 10,077	$ 79,387	$ 3,291	$ -	$ 720	$ -	$ -	$ 83,398
09/15/45	$ 74,642	$ 5,225	$ 79,867	$ 3,357	$ -	$ 373	$ (79,867)	$ -	$ 3,730
Totals	$ 930,600	$ 1,354,149	$ 2,284,749	$ 76,685	$ 13,007	$ 84,080	$ (79,867)	$ (70,404)	$ 2,308,251

	Major Public Improvement PID Bonds			Administrative	Prepayment	Delinquency	Debt Service	Capitalized	Annual
Due Date (a)	Principal	Interest (b)	Debt Service	Expenses (c)	Reserve	Reserve	Reserve Fund	Interest	Installment (d)
09/15/15	$ -	$ 1,453	$ 1,453	$ -	$ -	$ -	$ -	$ (1,453)	$ -
09/15/16	$ -	$ 13,073	$ 13,073	$ 390	$ 384	$ 576	$ -	$ (13,073)	$ 1,350
09/15/17	$ -	$ 13,073	$ 13,073	$ 398	$ 384	$ 576	$ -	$ -	$ 14,431
09/15/18	$ 2,400	$ 13,073	$ 15,473	$ 406	$ 384	$ 576	$ -	$ -	$ 16,839
09/15/19	$ 2,550	$ 12,953	$ 15,503	$ 414	$ 379	$ 569	$ -	$ -	$ 16,865
09/15/20	$ 2,650	$ 12,826	$ 15,476	$ 422	$ 374	$ 561	$ -	$ -	$ 16,833
09/15/21	$ 2,800	$ 12,693	$ 15,493	$ 431	$ 369	$ 553	$ -	$ -	$ 16,846
09/15/22	$ 2,700	$ 12,553	$ 15,253	$ 439	$ 363	$ 545	$ -	$ -	$ 16,600
09/15/23	$ 3,200	$ 12,384	$ 15,584	$ 448	$ 46	$ 848	$ -	$ -	$ 16,927
09/15/24	$ 3,450	$ 12,184	$ 15,634	$ 457	$ -	$ 879	$ -	$ -	$ 16,970
09/15/25	$ 3,700	$ 11,969	$ 15,669	$ 466	$ -	$ 861	$ -	$ -	$ 16,996
09/15/26	$ 3,950	$ 11,737	$ 15,687	$ 475	$ -	$ 843	$ -	$ -	$ 17,006
09/15/27	$ 4,200	$ 11,491	$ 15,691	$ 485	$ -	$ 823	$ -	$ -	$ 16,998
09/15/28	$ 4,500	$ 11,228	$ 15,728	$ 495	$ -	$ 802	$ -	$ -	$ 17,025
09/15/29	$ 4,850	$ 10,913	$ 15,763	$ 505	$ -	$ 780	$ -	$ -	$ 17,047
09/15/30	$ 5,200	$ 10,574	$ 15,774	$ 515	$ -	$ 755	$ -	$ -	$ 17,043
09/15/31	$ 5,600	$ 10,210	$ 15,810	$ 525	$ -	$ 729	$ -	$ -	$ 17,064
09/15/32	$ 6,000	$ 9,818	$ 15,818	$ 535	$ -	$ 701	$ -	$ -	$ 17,054
09/15/33	$ 6,450	$ 9,398	$ 15,848	$ 546	$ -	$ 671	$ -	$ -	$ 17,065
09/15/34	$ 6,950	$ 8,946	$ 15,896	$ 557	$ -	$ 639	$ -	$ -	$ 17,092
09/15/35	$ 7,450	$ 8,460	$ 15,910	$ 568	$ -	$ 604	$ -	$ -	$ 17,082
09/15/36	$ 8,000	$ 7,938	$ 15,938	$ 580	$ -	$ 567	$ -	$ -	$ 17,085
09/15/37	$ 8,600	$ 7,378	$ 15,978	$ 591	$ -	$ 527	$ -	$ -	$ 17,096
09/15/38	$ 9,250	$ 6,776	$ 16,026	$ 603	$ -	$ 484	$ -	$ -	$ 17,113
09/15/39	$ 9,950	$ 6,129	$ 16,079	$ 615	$ -	$ 438	$ -	$ -	$ 17,131
09/15/40	$ 10,700	$ 5,432	$ 16,132	$ 627	$ -	$ 388	$ -	$ -	$ 17,147
09/15/41	$ 11,500	$ 4,683	$ 16,183	$ 640	$ -	$ 335	$ -	$ -	$ 17,157
09/15/42	$ 12,400	$ 3,878	$ 16,278	$ 653	$ -	$ 277	$ -	$ -	$ 17,208
09/15/43	$ 13,300	$ 3,010	$ 16,310	$ 666	$ -	$ 215	$ -	$ -	$ 17,191
09/15/44	$ 14,300	$ 2,079	$ 16,379	$ 679	$ -	$ 149	$ -	$ -	$ 17,206
09/15/45	$ 15,400	$ 1,078	$ 16,478	$ 693	$ -	$ 77	$ (16,478)	$ -	$ 770
Totals	$ 192,000	$ 279,386	$ 471,386	$ 15,822	$ 2,684	$ 17,347	$ (16,478)	$ (14,526)	$ 476,235

Appendix B

Legal Descriptions for Parcels within PID

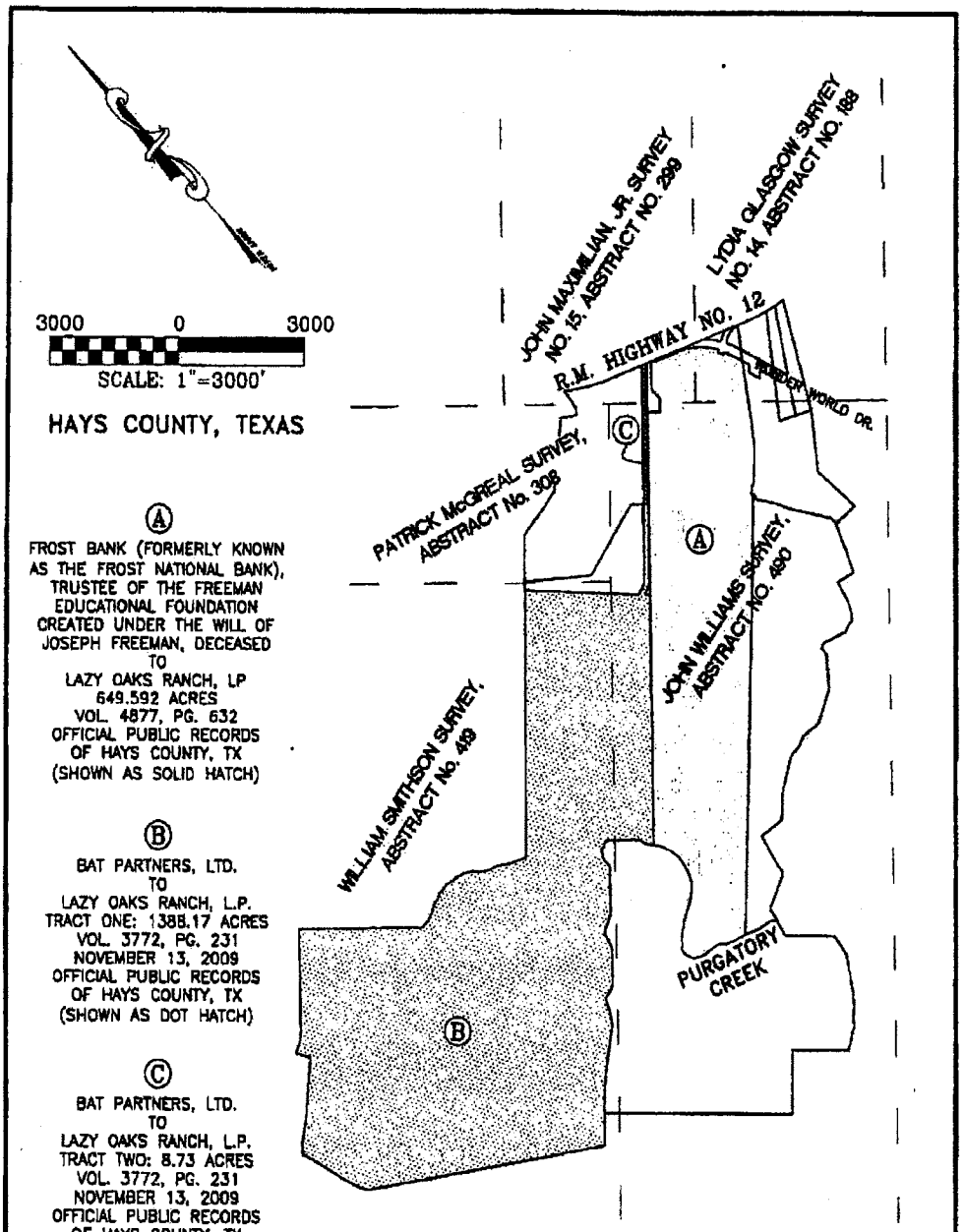
TRACT "A": 649.592 ACRES
649.592 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, AND THE JOHN MAXIMILIAN, JR. SRUVEY NO. 15, ABSTRACT NO. 299, ALL OF HAYS COUNTY, TEXAS; SAID 649.592 ACRES DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM FROST BANK (FORMERLY KNOWN AS FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED, TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "B": 1388.17 ACRES
1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "C": 8.73 ACRES
8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OFHAYS COUNTY, TEXAS.

TRACT "D" 23.823 ACRES
AS DESCRIBED ON EXHIBIT A-1 ATTACHED HERETO.

SAVE AND EXCEPT THE PROPERTY DESCRIBED ON EXHIBIT B AND C.



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TBPE Firm No. F-2968 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY
TRACT DESCRIPTIONS
IN FN1574

EXHIBIT A-1
Tract "D"

23.823 Acres
John Williams Survey, A-490
Patrick McGreal Survey, A-308
William Smithson Survey, A-419
Hays County, Texas

Job No. 6956-01-003
FN1698(clw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK McGREAL SURVEY, ABSTRACT NO. 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, ALL OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 48.29 ACRE TRACT DESCRIBED AS "TRACT 1" IN THE SPECIAL WARRANTY DEED FROM MARY THEDFORD, INDEPENDENT EXECUTRIX OF THE ESTATE OF VELMA ROBINSON, DECEASED, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 3013, PAGE 92, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Byrn" found being the northeast corner of said 48.29 acre tract, same being the southeast corner of that called 6.73 acre tract described as "Tract Two" in the Special Warranty Deed with Vendor's Lien to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being the northernmost corner of that called 1388.17 acre tract described as "Tract One" in the Special Warranty Deed with Vendor's Lien to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being an angle point in the east line of the remainder of that called 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1571, Page 759, Official Public Records of Hays County, Texas, for the easternmost corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod found being the common east corner of said 6.73 acre tract and said 1388.17 acre tract, same being an angle point on the west line of the remainder of that called 650.0 acre tract (1/2 undivided interest) described in the Special Warranty Deed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Pisoman (Deceased), of record in Volume 359, Page 863, Deed Records of Hays County, Texas, bears S 46°30'56" E, a distance of 124.07 feet;

THENCE with the east line of said 48.29 acre tract and the irregular north line of said 1388.17 acre tract, with the east line of the tract described herein, the following two (2) courses and distances:

1. S 43°29'03" W, a distance of 1703.58 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point on the east line of said 48.29 acre tract and an angle point on the irregular north line of said 1388.17 acre tract, and

2. S 71°00'03" W, a distance of 282.83 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the southeast corner of said 48.29 acre tract and an angle point on the irregular north line of said 1388.17 acre tract, for the southeast corner of the tract described herein;

THENCE N 43°46'36" W, with a portion of the south line of said 48.29 acre tract, also with a portion of the irregular north line of said 1388.17 acre tract, with the south line of the tract described herein, a distance of 824.01 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the southwest corner of the tract described herein, from which a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the common west corner of said 48.29 acre tract and said 1388.17 acre tract, same being on the east line of Tract 6, Fox Ridge Phase 1, a subdivision of record in Book 1, Page 371, Plat Records of Hays County, Texas, said east line of said Tract 6 being subject to a Boundary Line Agreement of record in Volume 262, Page 861, Deed Records of Hays County, Texas, bears N 43°46'36" W, a distance of 1778.79 feet;

THENCE N 71°48'34" E, leaving the irregular north line of said 1388.17 acre tract and through the interior of said 48.29 acre tract, with the west line of the tract described herein, a distance of 2170.08 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set on the irregular north line of said 48.29 acre tract, same being on the irregular south line of said 200.00 acre remainder tract, from which a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point on the irregular north line of said 48.29 acre tract, and

an angle point in the irregular south line of said 200.00 acre remainder tract, bears N 46°30'58" W, a distance of 275.87 feet;

THENCE S 46°30'58" E, with the irregular north line of said 48.29 acre tract and the irregular south line of said 200.00 acre remainder tract, with the north line of the tract described herein, a distance of 22.48 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1568(clw)

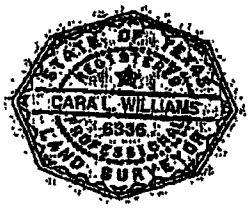
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 25th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6336 – State of Texas



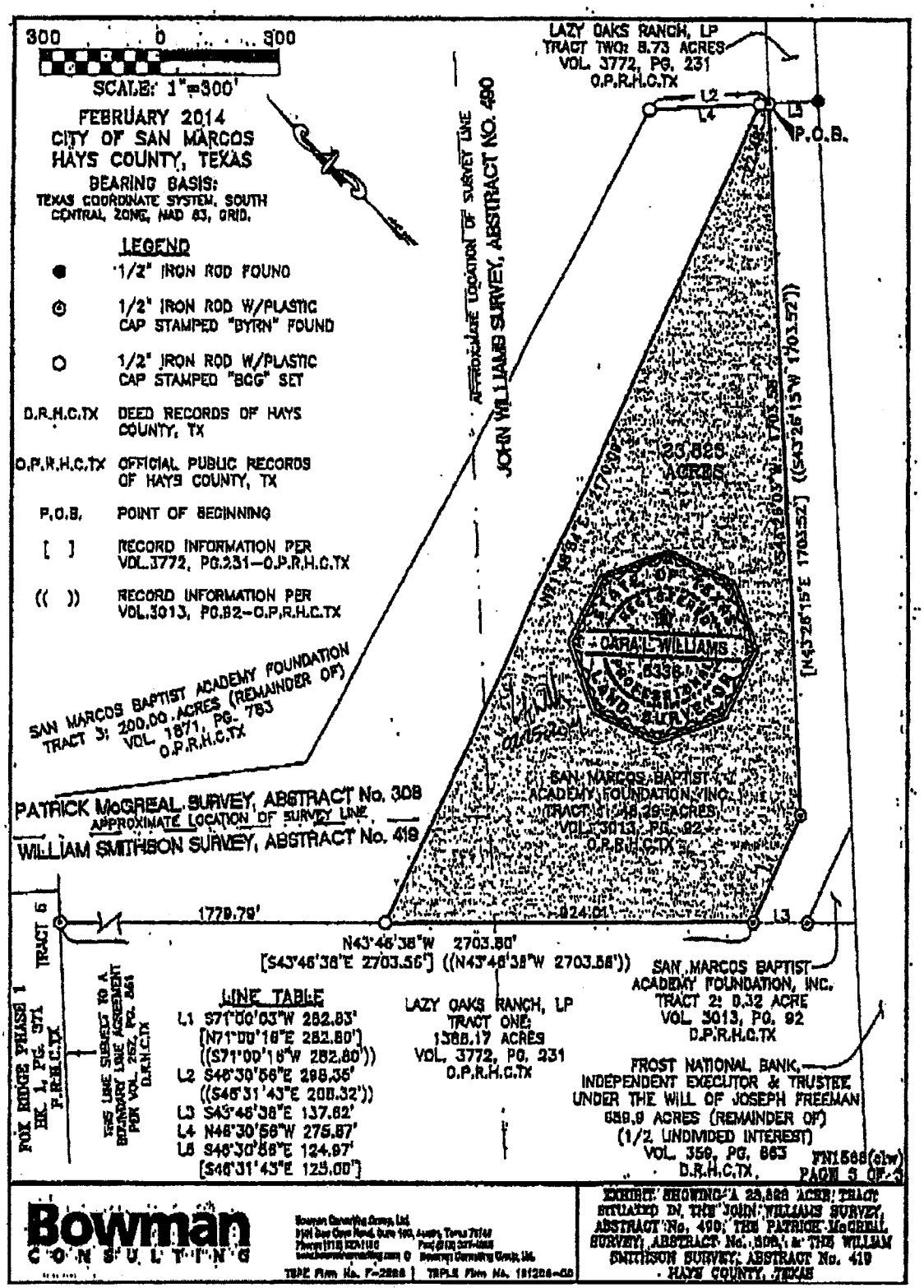

300 0 300
SCALE: 1"=300'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL, ZONE, NAD 83, GRID.
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
D.R.H.C.TX DEED RECORDS OF HAYS COUNTY, TX
O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX
P.O.B. POINT OF BEGINNING
[ ] RECORD INFORMATION PER VOL.3772, PG.231-O.P.R.H.C.TX
(( )) RECORD INFORMATION PER VOL.3013, PG.92-O.P.R.H.C.TX
LAZY OAKS RANCH, LP
TRACT TWO: 8.73 ACRES
VOL. 3772, PG. 231
O.P.R.H.C.TX
P.O.B.
APPROXIMATE LOCATION OF SURVEY LINE
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
25.825 ACRES
CARA L. WILLIAMS
5336
REGISTERED
LAND SURVEYOR
SAN MARCOS BAPTIST ACADEMY FOUNDATION
TRACT 3: 200.00 ACRES (REMAINDER OF)
VOL. 1871, PG. 783
O.P.R.H.C.TX
PATRICK McGREAL SURVEY, ABSTRACT No. 308
APPROXIMATE LOCATION OF SURVEY LINE
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TRACT 1: 48.29 ACRES
VOL. 3013, PG. 92
O.P.R.H.C.TX
1779.79'
924.01'
N43°46'38"W 2703.80'
[S43°46'38"E 2703.56'] ((N43°46'38"W 2703.88'))
[N43°26'15"E 1703.52'] ((S43°26'15"W 1703.52'))
LINE TABLE
L1 S71°00'03"W 282.83' [N71°00'18"E 282.80'] ((S71°00'18"W 282.80'))
L2 S46°30'58"E 298.36' ((S46°31'43"E 298.32'))
L3 S43°46'38"E 137.62'
L4 N46°30'58"W 275.87'
L5 S46°30'58"E 124.97' [S46°31'43"E 125.00']
LAZY OAKS RANCH, LP
TRACT ONE:
1388.17 ACRES
VOL. 3772, PG. 231
O.P.R.H.C.TX
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TRACT 2: 0.32 ACRE
VOL. 3013, PG. 92
O.P.R.H.C.TX
FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN
559.9 ACRES (REMAINDER OF)
(1/2 UNDIVIDED INTEREST)
VOL. 350, PG. 863
D.R.H.C.TX,
FOX RIDGE PHASE 1
INC. 1, PG. 371
P.R.H.C.TX
TRACT 5
THIS LINE SUBJECT TO A BOUNDARY LINE AGREEMENT FOR VOL. 252, PG. 861 D.R.H.C.TX
Bowman CONSULTING
Bowman Consulting Group, Ltd.
TBPE Firm No. F-2566 | TBPLS Firm No. 101206-00
EXHIBIT SHOWING A 25.825 ACRE TRACT SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490; THE PATRICK McGREAL SURVEY, ABSTRACT No. 308; & THE WILLIAM SMITHSON SURVEY, ABSTRACT No. 419 HAYS COUNTY, TEXAS
FN1568(clw)
PAGE 3 OF 3

EXHIBIT B
Save and Except

23.823 Acres
William Smithson Survey, A-419
Hays County, Texas

Job No. 5956-01-003
FN1571(dlw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 1388.17 ACRE TRACT DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Bym" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southwest corner of that called 48.29 acre tract described as "Tract 1" in the Special Warranty Deed to San Marcos Baptist Academy Foundation, Inc., of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, same being on the east line of Tract 6, Fox Ridge Phase 1, a subdivision of record in Book 1, Page 371, Plat Records of Hays County, Texas, said east line of said Tract 6 being subject to a Boundary Line Agreement of record in Volume 282, Page 861, Deed Records of Hays County, Texas, for the northernmost corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod found, being an angle point on the irregular north line of said 48.29 acre tract, same being the westernmost corner of the remainder of that certain 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 783, Official Public Records of Hays County, Texas, same being on the east line of Tract 5 of said Fox Ridge Phase 1, bears N 43°44'00" E, a distance of 177.29 feet;

THENCE S 43°46'38" E, leaving the east line of said Tract 6, with portions of the irregular north line of said 1388.17 acre tract and the south line of said 48.29 acre tract, with the north line of the herein described tract, a distance of 1267.88 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the northeast corner of the tract described herein, from which a 1/2" iron rod with plastic cap stamped "Bym" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southeast corner of said 48.29 acre tract, bears S 43°46'38" E, a distance of 1438.12 feet;

THENCE leaving the south line of said 48.29 acre tract and through the interior of said 1388.17 acre tract, with the south and west lines of the tract described herein, the following two (2) courses and distances:

1. S 64°20'56" W, a distance of 706.14 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the southeast corner of the tract described herein, and

2. N 71°50'54" W, a distance of 1126.48 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 1388.17 acre tract, same being on the east line of Tract 16 of said Fox Ridge Phase 1, for the southwest corner of the tract described herein;

THENCE N 43°44'00" E, with portions of the west line of said 1388.17 acre tract and the east lines of said Tracts 6 and 16, with the west line of the tract described herein, passing at a distance of 610.96 feet a 1/2 inch iron rod found being the common east corner of said Tracts 6 and 16, and continuing for a total distance of 1203.26 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1571(clw)

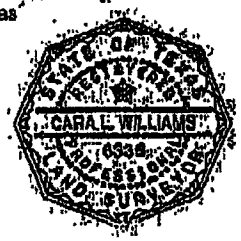
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6336 – State of Texas



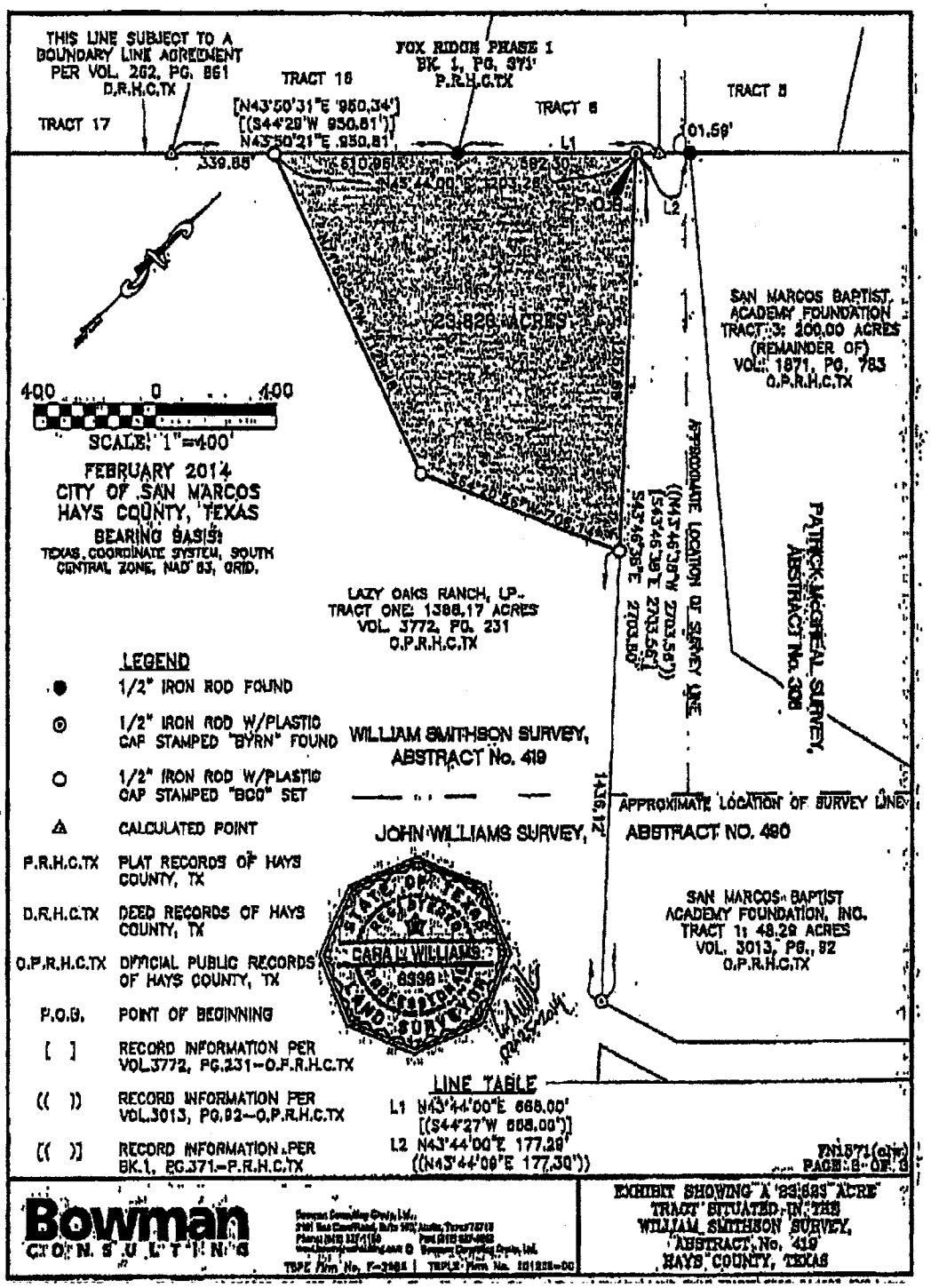

THIS LINE SUBJECT TO A BOUNDARY LINE AGREEMENT PER VOL. 262, PG. 861 D.R.H.C.TX
TRACT 17
TRACT 16
[N43°50'31"E 950.34']
[(S44°28'W 950.81')]
N43°50'21"E 950.81'
FOX RIDGE PHASE I BK. 1, PG. 371 P.R.H.C.TX
TRACT 6
TRACT 5
339.85'
610.95'
N45°44'00"E 1293.28'
582.30'
01.59'
P.O.B.
L1
L2
23.828 ACRES
1037.69'
SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3: 200.00 ACRES (REMAINDER OF) VOL. 1871, PG. 783 O.P.R.H.C.TX
400 0 400
SCALE: 1"=400'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
APPROXIMATE LOCATION OF SURVEY LINE
((N43°46'39"W 2703.56'))
[S43°46'39"E 2703.56']
S43°46'39"E 2703.56'
PATRICK McGREAL SURVEY, ABSTRACT No. 308
LAZY OAKS RANCH, LP. TRACT ONE: 1388.17 ACRES VOL. 3772, PG. 231 O.P.R.H.C.TX
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
1436.12'
APPROXIMATE LOCATION OF SURVEY LINE
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TRACT 1: 48.29 ACRES VOL. 3013, PG. 82 O.P.R.H.C.TX
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
CALCULATED POINT
P.R.H.C.TX PLAT RECORDS OF HAYS COUNTY, TX
D.R.H.C.TX DEED RECORDS OF HAYS COUNTY, TX
O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX
P.O.B. POINT OF BEGINNING
[ ] RECORD INFORMATION PER VOL.3772, PG.231-O.P.R.H.C.TX
(( )) RECORD INFORMATION PER VOL.3013, PG.82-O.P.R.H.C.TX
[( )] RECORD INFORMATION PER BK.1, PG.371-P.R.H.C.TX
STATE OF TEXAS
REGISTERED
CARA L. WILLIAMS
6938
PROFESSIONAL
LAND SURVEYOR
LINE TABLE
L1 N43°44'00"E 668.00' [(S44°27'W 668.00')]
L2 N43°44'00"E 177.29' ((N43°44'00"E 177.30'))
FN1871(clw)
PAGE 2 OF 2
Bowman
CONSULTING
TBPE Firm No. F-2981 | TBPLS Firm No. 101206-00
EXHIBIT SHOWING A 23.828 ACRE TRACT SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT No. 419 HAYS COUNTY, TEXAS

EXHIBIT C
Save and Except

2.487 Acres
John Maximilian, Jr. Survey No. 15, A-299
John Williams Survey, A-490
Hays County, Texas

Job No. 5958-01-003
FN1898(clw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.487 ACRES OF LAND SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 8.73 ACRE TRACT DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.487 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Bym" found in the south right-of-way line of R.M. Highway No. 12 (R.O.W. varies), being the common north corner of said 8.73 acre tract and that called 0.112 acre tract described as "Parcel 80" in the Deed to the County of Hays, of record in Volume 4389, Page 30, Official Public Records of Hays County, Texas, for the northwest corner and POINT OF BEGINNING of the tract described herein, from which a TXDOT type I concrete monument found in the south right-of-way line of R.M. Highway No. 12, being an angle point on the north line of the remainder of that called 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 783, Official Public Records of Hays County, Texas, bears N 66°45'57" W, a distance of 999.70 feet;

THENCE S 66°45'57" E, with the south right-of-way line of R.M. Highway No. 12 and the north line of said 8.73 acre tract, with the north line of the tract described herein, a distance of 133.15 feet to a 1/2 inch iron rod with plastic cap stamped "Bym" found, being the common north corner of said 8.73 acre tract and that called 0.005 acre tract described as "Parcel 83" in the Deed to the County of Hays of record in Volume 4389, Page 30, Official Public Records of Hays County, Texas, for the northeast corner of the tract described herein, from which a 1/2 iron rod found in the south right-of-way line of R.M. Highway No. 12, being the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1060, Page 674, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 65" in the Special Warranty Deed to the County of Hays of record in Volume 4284, Page 511, Official Public Records of Hays County, Texas, bears S 66°45'57" E, a distance of 119.39 feet;

THENCE leaving the south right-of-way line of R.M. Highway No. 12, with the west line of said 0.005 acre tract, also with portions of the east line of said 8.73 acre tract and the west line of said 200.00 acre remainder tract, with a portion of the east line of the tract described herein, the following two (2) courses and distances:

1. S 43°26'39" W, a distance of 69.57 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point in the east line of said 8.73 acre tract, and
2. S 13°08'29" W, a distance of 23.96 feet to a 1/2 inch iron rod with plastic cap stamped "Bym" found, being an angle point in the east line of said 8.73 acre tract, also being on the east line of said 200.00 acre remainder tract and the west line of said 4.337 acre tract;

THENCE S 43°22'28" W, continuing with a portion of the east line of said 8.73 acre tract, also with a portion of the west line of said 4.337 acre tract, with a portion of the east line of the tract described herein, a distance of 976.24 feet to a 1/2 inch iron rod found, being the southwest corner of said 4.337 acre tract, same being an angle point in the west line of the remainder of that called 659.9 acre tract (1/2 undivided interest) described in the Special Warranty Deed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman (Deceased), of record in Volume 359, Page 863, Deed Records of Hays County, Texas, for the southeast corner of the tract described herein;

THENCE through the interior of said 8.73 acre tract, with the south line of the tract described herein, the following two (2) courses and distances:

1. N 46°37'22" W, a distance of 15.61 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the beginning of a curve to the left, and

2. with the arc of said curve, having a radius of 500.00 feet, an arc length of 341.10 feet, and a chord which bears N 24°08'50" E, a distance of 334.62 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, for the southwest corner of the tract described herein;

THENCE with portions of the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, and the east line of said 0.112 acre tract, with the west line of the tract described herein, the following three (3) courses and distances:

1. N 43°26'43" E, a distance of 628.90 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,

2. N 13°24'39" E, a distance of 24.00 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,

3. N 43°28'00" E, a distance of 57.11 feet to the **POINT OF BEGINNING** and containing 2.467 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1566(clw)

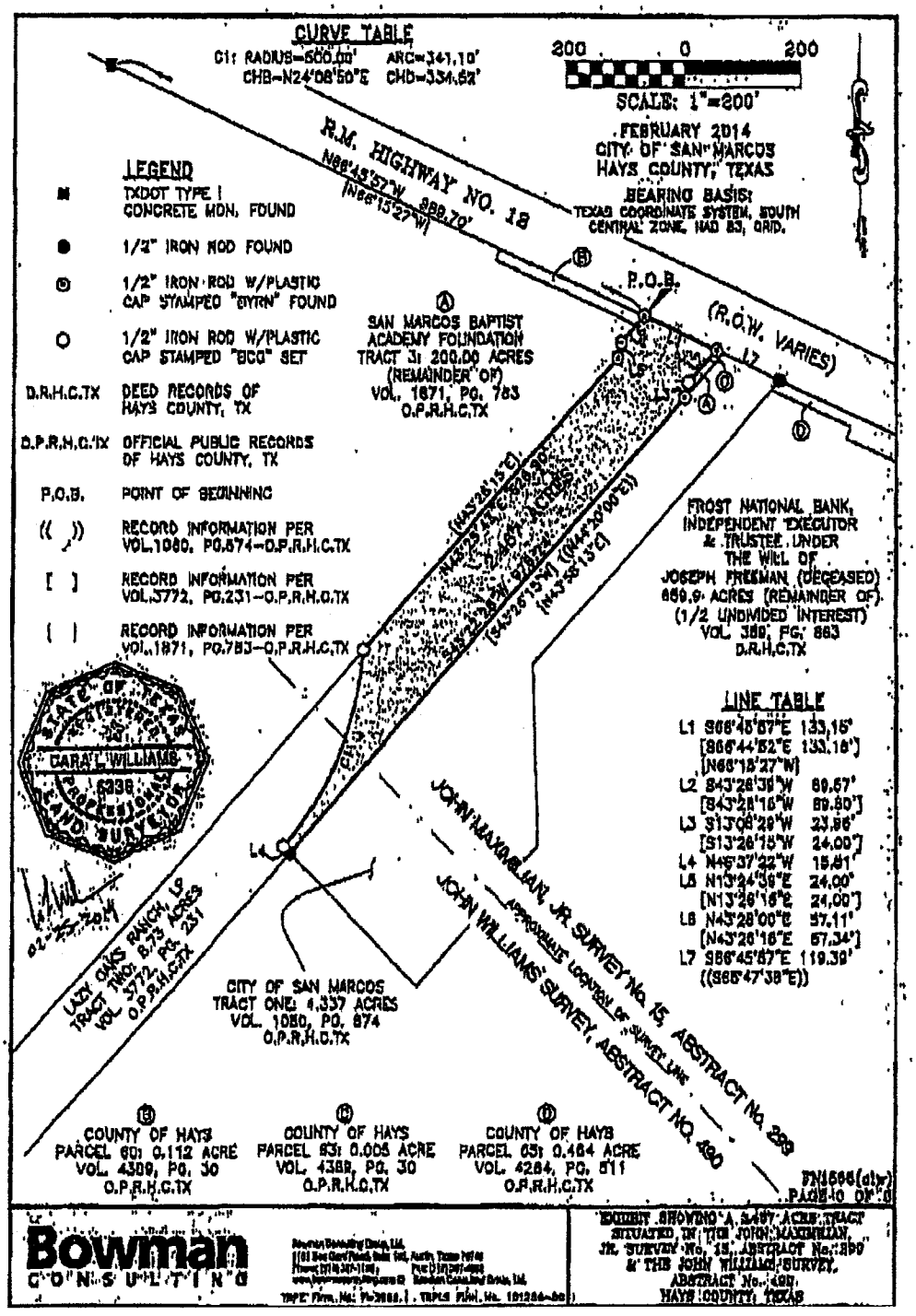
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 25th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6338 – State of Texas


CURVE TABLE
C1: RADIUS=600.00' ARC=341.10'
CHB=N24°08'50"E CHD=336.52'
200 0 200
SCALE: 1"=200'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
R.M. HIGHWAY NO. 18
N66°45'57"W 399.70'
(N66°13'27"W)
(R.O.W. VARIES)
P.O.B.
LEGEND
TXDOT TYPE I CONCRETE MON. FOUND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
D.R.H.C.TX DEED RECORDS OF HAYS COUNTY, TX
O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX
P.O.B. POINT OF BEGINNING
(( )) RECORD INFORMATION PER VOL.1060, PG.874-O.P.R.H.C.TX
[ ] RECORD INFORMATION PER VOL.3772, PG.231-O.P.R.H.C.TX
( ) RECORD INFORMATION PER VOL.1871, PG.783-O.P.R.H.C.TX
(A) SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3: 200.00 ACRES (REMAINDER OF) VOL. 1871, PG. 783 O.P.R.H.C.TX
FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN, (DECEASED) 659.9 ACRES (REMAINDER OF) (1/2 UNDIVIDED INTEREST) VOL. 388, PG. 863 D.R.H.C.TX
LINE TABLE
L1 S66°45'57"E 133.16'
[S66°44'52"E 133.16']
[N66°13'27"W]
L2 S43°28'39"W 89.67'
[S43°28'15"W 89.80']
L3 S13°08'29"W 23.86'
[S13°28'15"W 24.00']
L4 N45°37'32"W 15.81'
L5 N13°24'39"E 24.00'
[N13°28'15"E 24.00']
L6 N43°28'00"E 57.11'
[N43°28'15"E 57.34']
L7 S66°45'57"E 119.39'
((S65°47'38"E))
STATE OF TEXAS
CARA T. WILLIAMS
6336
REGISTERED
LAND SURVEYOR
LAZY OAKS RANCH, LP TRACT TWO: 8.73 ACRES VOL. 3772, PG. 231 O.P.R.H.C.TX
CITY OF SAN MARCOS TRACT ONE: 4.337 ACRES VOL. 1060, PG. 874 O.P.R.H.C.TX
JOHN MAXIMILIAN, JR. SURVEY No. 15, ABSTRACT No. 298
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
(B) COUNTY OF HAYS PARCEL 60: 0.112 ACRE VOL. 4309, PG. 30 O.P.R.H.C.TX
(C) COUNTY OF HAYS PARCEL 63: 0.005 ACRE VOL. 4388, PG. 30 O.P.R.H.C.TX
(D) COUNTY OF HAYS PARCEL 65: 0.464 ACRE VOL. 4284, PG. 511 O.P.R.H.C.TX
FN1696(dly)
PAGE 10 OF 10
Bowman CONSULTING
EXHIBIT SHOWING A 3.497 ACRE TRACT SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY No. 15, ABSTRACT No. 298 & THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490, HAYS COUNTY, TEXAS

Appendix C

Future Major Public Improvement PID Bonds – Prospective Financial Analyses

- No Future Major Public Improvement PID Bonds are anticipated to be issued at this time.

Appendix D

Neighborhood Improvement PID Bonds – Estimated Special Assessment Allocation by Parcel

Residential Parcels	Total Special Assessment Allocation	
Residential Parcel #1	$	2,115,000
Residential Parcel #2	$	2,860,000
Neighborhood Improvement Area #1	**$**	**4,975,000**
Residential Parcel #3	$	4,195,000
Residential Parcel #4	$	2,930,000
Neighborhood Improvement Area #2	**$**	**7,125,000**
Residential Parcel #5	$	8,715,000
Residential Parcel #6	$	7,175,000
Neighborhood Improvement Area #3	**$**	**15,890,000**
Residential Parcel #7	$	16,705,000
Residential Parcel #8	$	3,450,000
Neighborhood Improvement Area #4	**$**	**20,155,000**

Appendix D-1

Neighborhood Improvement Area #1

	Residential Parcel #1	Residential Parcel #2	Total
Major Improvement Public Improvement Bond	$ 1,290,000	$ 1,080,000	$ 2,370,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	**$ 3,870,000**	**$ 3,240,000**	**$ 7,110,000**
Estimated Improved Land Value	$ 8,728,500	$ 9,720,000	$ 18,448,500
Less: Allocated Major Public Improvement Bond	$ 3,870,000	$ 3,240,000	$ 7,110,000
Estimated Post Bond Sale Valuation	**$ 4,858,500**	**$ 6,480,000**	**$ 11,338,500**

Description	Residential Parcel #1	Residential Parcel #2	Total
Roadway Construction	$ 916,090	$ 792,235	**$ 1,708,325**
Drainage / Stormwater	238,980	206,670	**445,650**
Linear Water Quality	199,150	172,225	**371,375**
Lot Water Quality	80,000	63,125	**143,125**
Waste Water	537,330	457,170	**994,500**
Potable Water	448,070	380,705	**828,775**
Misc.	278,810	241,115	**519,925**
Mobilization	121,000	104,000	**225,000**
Survey	71,000	61,000	**132,000**
Design	282,000	242,000	**524,000**
Construction Phase Services	141,000	121,000	**262,000**
Detention	29,232	32,553	**61,785**
Central Park Loop East	-	-	-
Central Park Loop West	115,340	128,442	**243,782**
Residential Connector	-	-	-
Water Transmission Mains	45,555	50,729	**96,284**
Total Authorized Improvements	**$ 3,503,557**	**$ 3,052,969**	**$ 6,556,526**

Public Improvement	Total Cost (a)	PID Assessed Property % Allocation	PID Assessed Property Share of Costs
Roadway Construction	$ 1,708,325	100%	$ 1,708,325
Drainage / Stormwater	$ 445,650	100%	$ 445,650
Linear Water Quality	$ 371,375	100%	$ 371,375
Lot Water Quality	$ 143,125	100%	$ 143,125
Waste Water	$ 994,500	100%	$ 994,500
Potable Water	$ 828,775	100%	$ 828,775
Misc.	$ 519,925	100%	$ 519,925
Mobilization	$ 225,000	100%	$ 225,000
Survey	$ 132,000	100%	$ 132,000
Design	$ 524,000	100%	$ 524,000
Construction Phase Services	$ 262,000	100%	$ 262,000
Detention	$ 61,785	100%	$ 61,785
Central Park Loop East	$ -	100%	$ -
Central Park Loop West	$ 243,782	100%	$ 243,782
Residential Connector	$ -	100%	$ -
Water Transmission Mains	$ 96,284	100%	$ 96,284
Total Public Improvements	**$ 6,556,526**		**$ 6,556,526**

Lot Width	Estimated Buildout AV (a)	% of Total Special Assessment	Gross Special Assessment	Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
50'	$ 22,781,250	27.44%	$ 1,365,202	$ 13,652	$ 1,351,550	$ 88,902	$ 889	$ 88,013
60'	16,497,000	19.87%	988,609	9,886	978,723	64,378	644	63,734
70'	23,895,000	28.78%	1,431,946	14,319	1,417,626	93,248	932	92,315
80'	19,845,000	23.90%	1,189,243	11,892	1,177,351	77,443	774	76,669
135'	-	-	-	-	-	-	-	-
1 Acre	-	-	-	-	-	-	-	-
Townhome	-	-	-	-	-	-	-	-
Total	**$ 83,018,250**	**100.00%**	**$ 4,975,000**	**$ 49,750**	**$ 4,925,250**	**$ 323,971**	**$ 3,240**	**$ 320,731**

Sources of Funds	
Gross Par Amount	$ 3,780,000
Landowner Contribution (a)	3,455,207
	$ 7,235,207

Uses of Funds	
Authorized Improvements (b)	**$ 6,556,526**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 226,737
Capitalized Interest (d)	138,544
	$ 365,282
Cost of Issuance:	$ 200,000
Underwriter Discount/Financial Advisor (e):	113,400
	$ 7,235,207

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2018	$ -	$ 138,544	$ 10,000	$ 7,560	$ 11,340	$ 138,544	$ 28,900
2019	80,000	138,544	10,200	7,560	11,340	-	247,644
2020	85,000	137,642	10,404	7,036	11,100	-	251,182
2021	85,000	136,556	10,612	(143)	10,845	-	242,871
2022	85,000	135,130	10,824	319	10,564	-	241,838
Total	**$ 335,000**	**$ 686,417**	**$ 52,040**	**$ 22,332**	**$ 55,189**	**$ 138,544**	**$ 1,012,434**

Public Improvement	Total Cost
Total Public Improvements	**$ 6,556,526**
Bond Fund Deposits/Cost of Issuance	
Reserve Fund	$ 226,737
Capitalized Interest	$ 138,544
Underwriter's Discount/Financial Advisor	$ 113,400
Cost of Issuance	$ 200,000
Total Bond Fund Deposits\/Bond Cost of Issuance	**$ 678,682**
Total	**$ 7,235,207**
Projected Special Assessment	**$ 3,780,000**
Excess Benefit	**$ 3,455,207**

Appendix D-2

Neighborhood Improvement Area #2

	Residential Parcel #3	Residential Parcel #4	Total
Major Improvement Public Improvement Bond	$ 1,860,000	$ 1,245,000	$ 3,105,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	**$ 5,580,000**	**$ 3,735,000**	**$ 9,315,000**
Estimated Improved Land Value	$ 15,012,000	$ 11,150,500	$ 26,162,500
Less: Allocated Major Public Improvement Bond	$ 5,580,000	$ 3,735,000	$ 9,315,000
Estimated Post Bond Sale Valuation	**$ 9,432,000**	**$ 7,415,500**	**$ 16,847,500**

Description	Residential Parcel #3	Residential Parcel #4	Total
Roadway Construction	$ 1,209,947	$ 506,840	**$ 1,716,787**
Drainage / Stormwater	312,607	165,300	**477,907**
Linear Water Quality	280,208	137,750	**417,958**
Lot Water Quality	184,007	76,875	**260,882**
Waste Water	745,345	398,375	**1,143,720**
Potable Water	639,157	334,050	**973,207**
Misc.	298,410	192,850	**491,260**
Mobilization	233,235	82,000	**315,235**
Survey	125,000	49,000	**174,000**
Design	295,000	190,000	**485,000**
Construction Phase Services	267,000	96,000	**363,000**
Detention	50,276	37,343	**87,619**
Central Park Loop East	-	-	-
Central Park Loop West	198,371	147,345	**345,716**
Residential Connector	-	-	-
Water Transmission Mains	78,349	58,195	**136,544**
Total Authorized Improvements	**$ 4,916,912**	**$ 2,471,923**	**$ 7,388,835**

Public Improvement	Total Cost (a)	PID Assessed Property % Allocation	PID Assessed Property Share of Costs
Roadway Construction	$ 1,716,787	100%	$ 1,716,787
Drainage / Stormwater	$ 477,907	100%	$ 477,907
Linear Water Quality	$ 417,958	100%	$ 417,958
Lot Water Quality	$ 260,882	100%	$ 260,882
Waste Water	$ 1,143,720	100%	$ 1,143,720
Potable Water	$ 973,207	100%	$ 973,207
Misc.	$ 491,260	100%	$ 491,260
Mobilization	$ 315,235	100%	$ 315,235
Survey	$ 174,000	100%	$ 174,000
Design	$ 485,000	100%	$ 485,000
Construction Phase Services	$ 363,000	100%	$ 363,000
Detention	$ 87,619	100%	$ 87,619
Central Park Loop East	$ -	100%	$ -
Central Park Loop West	$ 345,716	100%	$ 345,716
Residential Connector	$ -	100%	$ -
Water Transmission Mains	$ 136,544	100%	$ 136,544
Total Public Improvements	**$ 7,388,835**		**$ 7,388,835**

Lot Width	Estimated Buildout AV (a)	% of Total Special Assessment	Gross Special Assessment	Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
50'	$ 27,843,750	23.65%	$ 1,685,081	$ 16,851	$ 1,668,230	$ 109,502	$ 1,095	$ 108,407
60'	36,855,000	31.30%	2,230,435	22,304	2,208,130	144,940	1,449	143,491
70'	34,830,000	29.58%	2,107,883	21,079	2,086,805	136,977	1,370	135,607
80'	5,197,500	4.41%	314,548	3,145	311,403	20,440	204	20,236
135'	13,005,000	11.05%	787,052	7,871	779,182	51,145	511	50,634
1 Acre	-	-	-	-	-	-	-	-
Townhome	-	-	-	-	-	-	-	-
Total	**$ 117,731,250**	**100.00%**	**$ 7,125,000**	**$ 71,250**	**$ 7,053,750**	**$ 463,004**	**$ 4,630**	**$ 458,374**

Sources of Funds	
Gross Par Amount	$ 5,615,000
Landowner Contribution (a)	2,682,195
	$ 8,297,195

Uses of Funds	
Authorized Improvements (b)	**$ 7,388,835**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 334,268
Capitalized Interest (d)	205,642
	$ 539,910
Cost of Issuance:	$ 200,000
Underwriter Discount/Financial Advisor (e):	168,450
	$ 8,297,195

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2020	$ -	$ 205,642	$ 10,000	$ 11,230	$ 16,845	$ 205,642	$ 38,075
2021	125,000	205,642	10,200	11,230	16,845	-	368,917
2022	125,000	204,236	10,404	10,304	16,470	-	366,414
2023	125,000	202,642	10,612	(209)	16,095	-	354,139
2024	125,000	200,548	10,824	734	15,720	-	352,826
Total	**$ 500,000**	**$ 1,018,709**	**$ 52,040**	**$ 33,289**	**$ 81,975**	**$ 205,642**	**$ 1,480,371**

Public Improvement	Total Cost
Total Public Improvements	**$ 7,388,835**
Bond Fund Deposits/Cost of Issuance	
Reserve Fund	$ 334,268
Capitalized Interest	$ 205,642
Underwriter's Discount/Financial Advisor	$ 168,450
Cost of Issuance	$ 200,000
Total Bond Fund Deposits\/Bond Cost of Issuance	**$ 908,360**
Total	**$ 8,297,195**
Projected Special Assessment	**$ 5,615,000**
Excess Benefit	**$ 2,682,195**

Appendix D-3

Neighborhood Improvement Area #3

	Residential Parcel #5	Residential Parcel #6	Total
Major Improvement Public Improvement Bond	$ 1,910,000	$ 1,585,000	$ 3,495,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	**$ 5,730,000**	**$ 4,755,000**	**$ 10,485,000**
Estimated Improved Land Value	$ 24,781,500	$ 20,571,000	$ 45,352,500
Less: Allocated Major Public Improvement Bond	$ 5,730,000	$ 4,755,000	$ 10,485,000
Estimated Post Bond Sale Valuation	**$ 19,051,500**	**$ 15,816,000**	**$ 34,867,500**

Description	Residential Parcel #5	Residential Parcel #6	Total
Roadway Construction	$ 1,505,422	$ 1,508,660	**$ 3,014,082**
Drainage / Stormwater	466,477	479,420	**945,897**
Linear Water Quality	408,433	382,100	**790,533**
Lot Water Quality	213,382	255,000	**468,382**
Waste Water	1,063,865	1,004,745	**2,068,610**
Potable Water	902,862	878,680	**1,781,542**
Misc.	477,925	395,990	**873,915**
Mobilization	292,235	340,875	**633,110**
Survey	161,000	182,000	**343,000**
Design	438,000	348,000	**786,000**
Construction Phase Services	338,000	395,000	**733,000**
Detention	82,994	68,893	**151,887**
Central Park Loop East	-	2,735,544	**2,735,544**
Central Park Loop West	327,467	271,829	**599,296**
Residential Connector	1,052,698	-	**1,052,698**
Water Transmission Mains	129,337	107,362	**236,698**
Total Authorized Improvements	**$ 7,860,097**	**$ 9,354,097**	**$ 17,214,194**

Public Improvement	Total Cost (a)	PID Assessed Property	
		% Allocation	Share of Costs
Roadway Construction	$ 3,014,082	100%	$ 3,014,082
Drainage / Stormwater	$ 945,897	100%	$ 945,897
Linear Water Quality	$ 790,533	100%	$ 790,533
Lot Water Quality	$ 468,382	100%	$ 468,382
Waste Water	$ 2,068,610	100%	$ 2,068,610
Potable Water	$ 1,781,542	100%	$ 1,781,542
Misc.	$ 873,915	100%	$ 873,915
Mobilization	$ 633,110	100%	$ 633,110
Survey	$ 343,000	100%	$ 343,000
Design	$ 786,000	100%	$ 786,000
Construction Phase Services	$ 733,000	100%	$ 733,000
Detention	$ 151,887	100%	$ 151,887
Central Park Loop East	$ 2,735,544	100%	$ 2,735,544
Central Park Loop West	$ 599,296	100%	$ 599,296
Residential Connector	$ 1,052,698	100%	$ 1,052,698
Water Transmission Mains	$ 236,698	100%	$ 236,698
Total Public Improvements	**$ 17,214,194**		**$ 17,214,194**

Lot Width	Estimated Buildout AV (a)	% of Total Special Assessment	Gross Special Assessment	Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
50'	$ 41,343,750	20.26%	$ 3,218,993	$ 32,190	$ 3,186,803	$ 205,860	$ 2,059	$ 203,802
60'	42,120,000	20.64%	3,279,431	32,794	3,246,637	209,726	2,097	207,628
70'	38,880,000	19.05%	3,027,167	30,272	2,996,896	193,593	1,936	191,657
80'	46,305,000	22.69%	3,605,272	36,053	3,569,219	230,564	2,306	228,258
135'	-	-	-	-	-	-	-	-
1 Acre	-	-	-	-	-	-	-	-
Villa	35,437,500	17.36%	2,759,137	27,591	2,731,545	176,452	1,765	174,687
Total	**$ 204,086,250**	**100.00%**	**$ 15,890,000**	**$ 158,900**	**$ 15,731,100**	**$ 1,016,194**	**$ 10,162**	**$ 1,006,032**

Sources of Funds	
Gross Par Amount	$ 11,625,000
Landowner Contribution (a)	7,250,848
	$ 18,875,848

Uses of Funds	
Authorized Improvements (b)	**$ 17,214,194**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 687,192
Capitalized Interest (d)	425,713
	$ 1,112,904
Cost of Issuance:	$ 200,000
Underwriter Discount/Financial Advisor (e):	348,750
	$ 18,875,848

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2022	$ -	$ 425,713	$ 10,000	$ 23,250	$ 34,875	$ 425,713	$ 68,125
2023	255,000	425,713	10,200	23,250	34,875	-	749,038
2024	260,000	422,840	10,404	21,952	34,110	-	749,306
2025	265,000	419,520	10,612	(444)	33,330	-	728,018
2026	265,000	415,077	10,824	436	32,535	-	723,873
Total	**$ 1,045,000**	**$ 2,108,862**	**$ 52,040**	**$ 68,444**	**$ 169,725**	**$ 425,713**	**$ 3,018,359**

Public Improvement	Total Cost
Total Public Improvements	**$ 17,214,194**
Bond Fund Deposits/Cost of Issuance	
Reserve Fund	$ 687,192
Capitalized Interest	$ 425,713
Underwriter's Discount/Financial Advisor	$ 348,750
Cost of Issuance	$ 200,000
Total Bond Fund Deposits\/Bond Cost of Issuance	**$ 1,661,654**
Total	**$ 18,875,848**
Projected Special Assessment	**$ 11,625,000**
Excess Benefit	**$ 7,250,848**

Appendix D-4

Neighborhood Improvement Area #4

	Residential Parcel #7	Residential Parcel #8	Total
Major Improvement Public Improvement Bond	$ 4,250,000	$ 940,000	$ 5,190,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Major Public Improvement Bond	**$ 12,750,000**	**$ 2,820,000**	**$ 15,570,000**

Estimated Improved Land Value	$ 55,140,000	$ 12,165,500	$ 67,305,500
Less: Allocated Major Public Improvement Bond	$ 12,750,000	$ 2,820,000	$ 15,570,000
Estimated Post Bond Sale Valuation	**$ 42,390,000**	**$ 9,345,500**	**$ 51,735,500**

Description	Residential Parcel #7	Residential Parcel #8	Total
Roadway Construction	$ 2,883,288	$ 704,835	**$ 3,588,123**
Drainage / Stormwater	821,997	183,870	**1,005,867**
Linear Water Quality	666,661	153,225	**819,886**
Lot Water Quality	334,780	100,625	**435,405**
Waste Water	1,755,126	461,870	**2,216,996**
Potable Water	1,481,094	388,505	**1,869,599**
Misc.	812,595	214,515	**1,027,110**
Mobilization	475,692	100,000	**575,692**
Survey	267,000	58,000	**325,000**
Design	808,000	231,000	**1,039,000**
Construction Phase Services	555,000	116,000	**671,000**
Detention	184,666	40,743	**225,409**
Central Park Loop East	-	-	-
Central Park Loop West	728,630	160,757	**889,387**
Residential Connector	2,342,302	-	**2,342,302**
Water Transmission Mains	287,780	63,493	**351,273**
Total Authorized Improvements	**$ 14,404,611**	**$ 2,977,438**	**$ 17,382,048**

		PID Assessed Property	
Public Improvement	**Total Cost (a)**	**% Allocation**	**Share of Costs**
Roadway Construction	$ 3,588,123	100%	$ 3,588,123
Drainage / Stormwater	$ 1,005,867	100%	$ 1,005,867
Linear Water Quality	$ 819,886	100%	$ 819,886
Lot Water Quality	$ 435,405	100%	$ 435,405
Waste Water	$ 2,216,996	100%	$ 2,216,996
Potable Water	$ 1,869,599	100%	$ 1,869,599
Misc.	$ 1,027,110	100%	$ 1,027,110
Mobilization	$ 575,692	100%	$ 575,692
Survey	$ 325,000	100%	$ 325,000
Design	$ 1,039,000	100%	$ 1,039,000
Construction Phase Services	$ 671,000	100%	$ 671,000
Detention	$ 225,409	100%	$ 225,409
Central Park Loop East	$ -	100%	$ -
Central Park Loop West	$ 889,387	100%	$ 889,387
Residential Connector	$ 2,342,302	100%	$ 2,342,302
Water Transmission Mains	$ 351,273	100%	$ 351,273
Total Public Improvements	**$ 17,382,048**		**$ 17,382,048**

Lot Width	Estimated Buildout AV (a)	% of Total Special Assessment	Gross Special Assessment	Less: HOA (1%)	Net Special Assessment	Gross Annual Installment (b)	Less: HOA (1%)	Net Annual Installment (b)
50'	$ 19,968,750	6.59%	$ 1,328,834	$ 13,288	$ 1,315,545	$ 87,422	$ 874	$ 86,547
60'	31,941,000	10.55%	2,125,535	21,255	2,104,280	139,835	1,398	138,437
70'	-	-	-	-	-	-	-	-
80'	163,957,500	54.13%	10,910,660	109,107	10,801,553	717,794	7,178	710,616
135'	-	-	-	-	-	-	-	-
1 Acre	57,037,500	18.83%	3,795,598	37,956	3,757,642	249,706	2,497	247,209
Townhome/Villa	29,970,000	9.90%	1,994,373	19,944	1,974,430	131,206	1,312	129,894
Total	**$ 302,874,750**	**100.00%**	**$ 20,155,000**	**$ 201,550**	**$ 19,953,450**	**$ 1,325,963**	**$ 13,260**	**$ 1,312,704**

Sources of Funds	
Gross Par Amount	$ 17,250,000
Landowner Contribution (a)	2,497,649
	$ 19,747,649

Uses of Funds	
Authorized Improvements (b)	**$ 17,382,048**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 1,016,629
Capitalized Interest (d)	631,472
	$ 1,648,101
Cost of Issuance:	$ 200,000
Underwriter Discount/Financial Advisor (e):	517,500
	$ 19,747,649

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2024	$ -	$ 631,472	$ 10,000	$ 34,500	$ 51,750	$ 631,472	$ 96,250
2025	380,000	631,472	10,200	34,500	51,750	-	1,107,922
2026	385,000	627,195	10,404	32,228	50,610	-	1,105,437
2027	390,000	622,285	10,612	(153)	49,455	-	1,072,198
2028	395,000	615,750	10,824	160	48,285	-	1,070,020
Total	**$ 1,550,000**	**$ 3,128,173**	**$ 52,040**	**$ 101,235**	**$ 251,850**	**$ 631,472**	**$ 4,451,827**

Public Improvement	Total Cost
Total Public Improvements	**$ 17,382,048**
Bond Fund Deposits/Cost of Issuance	
Reserve Fund	$ 1,016,629
Capitalized Interest	$ 631,472
Underwriter's Discount/Financial Advisor	$ 517,500
Cost of Issuance	$ 200,000
Total Bond Fund Deposits\/Bond Cost of Issuance	**$ 2,365,601**
Total	**$ 19,747,649**
Projected Special Assessment	**$ 17,250,000**
Excess Benefit	**$ 2,497,649**

Appendix E

Additional Neighborhood Improvement PID Bonds – Prospective Financial Analyses

Appendix E-1

Additional Neighborhood Improvement Area #1

	Residential Parcel #1	Residential Parcel #2	Total
Neighborhood Improvement Area Bond	$ 1,620,000	$ 1,080,000	$ 3,780,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	**$ 4,860,000**	**$ 3,240,000**	**$ 11,340,000**
Estimated Improved Land Value	$ 39,278,250	$ 43,740,000	$ 83,018,250
Less: Allocated Neighborhood Improvement Area Bond	$ 4,860,000	$ 3,240,000	$ 11,340,000
Estimated Post Bond Sale Valuation	**$ 34,418,250**	**$ 40,500,000**	**$ 71,678,250**

Sources of Funds	
Gross Par Amount	$ 1,195,000
Landowner Contribution (a)	2,418,447
	$ 3,613,447

Uses of Funds	
Authorized Improvements (b)	**$ 3,455,207**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 73,984
Capitalized Interest (d)	-
	$ 73,984
Cost of Issuance:	$ 48,405
Underwriter Discount/Financial Advisor (e):	35,850
	$ 3,613,447

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2026	$ 25,000	$ 43,351	$ 2,000	$ 2,390	$ 3,585	$ -	$ 76,326
2027	25,000	43,094	2,040	2,340	3,510	-	75,984
2028	25,000	42,812	2,081	2,019	3,435	-	75,347
2029	25,000	42,493	2,122	(42)	3,360	-	72,933
2030	25,000	42,074	2,165	(53)	2,745	-	71,931
Total	**$ 125,000**	**$ 213,824**	**$ 10,408**	**$ 6,654**	**$ 16,635**	**$ -**	**$ 372,522**

Public Improvement	Total Cost
Total Public Improvements	**$ 3,455,207**
Bond Fund Deposits/Cost of Issuance	
Reserve Fund	$ 73,984
Capitalized Interest	$ -
Underwriter's Discount/Financial Advisor	$ 35,850
Cost of Issuance	$ 48,405
Total Bond Fund Deposits\/Bond Cost of Issuance	**$ 158,239**
Total	**$ 3,613,447**
Projected Special Assessment	**$ 1,195,000**
Excess Benefit	**$ 2,418,447**

Appendix E-2

Additional Neighborhood Improvement Area #2

	Residential Parcel #3	Residential Parcel #4	Total
Neighborhood Improvement Area Bond	$ 3,145,000	$ 2,470,000	$ 5,615,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	**$ 9,435,000**	**$ 7,410,000**	**$ 16,845,000**
Estimated Improved Land Value	$ 67,554,000	$ 50,177,250	$ 117,731,250
Less: Allocated Neighborhood Improvement Area Bond	$ 9,435,000	$ 7,410,000	$ 16,845,000
Estimated Post Bond Sale Valuation	**$ 58,119,000**	**$ 42,767,250**	**$ 100,886,250**

Sources of Funds	
Gross Par Amount	$ 1,510,000
Landowner Contribution (a)	1,370,523
	$ 2,880,523

Uses of Funds	
Authorized Improvements (b)	**$ 2,682,195**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 91,863
Capitalized Interest (d)	-
	$ 91,863
Cost of Issuance:	$ 61,165
Underwriter Discount/Financial Advisor (e):	45,300
	$ 2,880,523

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2026	$ 30,000	$ 54,537	$ 2,000	$ 3,020	$ 4,530	$ -	$ 94,087
2027	30,000	54,229	2,040	2,960	4,440	-	93,669
2028	35,000	53,891	2,081	2,830	4,350	-	98,152
2029	35,000	53,445	2,122	(24)	4,245	-	94,788
2030	35,000	52,858	2,165	(74)	4,020	-	93,969
Total	**$ 165,000**	**$ 268,960**	**$ 10,408**	**$ 8,711**	**$ 21,585**	**$ -**	**$ 474,664**

Public Improvement	Total Cost
Total Public Improvements	**$ 2,682,195**
Bond Fund Deposits/Cost of Issuance	
Reserve Fund	$ 91,863
Capitalized Interest	$ -
Underwriter's Discount/Financial Advisor	$ 45,300
Cost of Issuance	$ 61,165
Total Bond Fund Deposits\/Bond Cost of Issuance	**$ 198,328**
Total	**$ 2,880,523**
Projected Special Assessment	**$ 1,510,000**
Excess Benefit	**$ 1,370,523**

Appendix E-3

Additional Neighborhood Improvement Area #3

	Residential Parcel #5	Residential Parcel #6	Total
Neighborhood Improvement Area Bond	$ 6,345,000	$ 5,280,000	$ 11,625,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	**$ 19,035,000**	**$ 15,840,000**	**$ 34,875,000**
Estimated Improved Land Value	$ 111,516,750	$ 92,569,500	$ 204,086,250
Less: Allocated Neighborhood Improvement Area Bond	$ 19,035,000	$ 15,840,000	$ 34,875,000
Estimated Post Bond Sale Valuation	**$ 92,481,750**	**$ 76,729,500**	**$ 169,211,250**

Sources of Funds	
Gross Par Amount	$ 4,265,000
Landowner Contribution (a)	3,537,022
	$ 7,802,022

Uses of Funds	
Authorized Improvements (b)	**$ 7,250,848**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 250,464
Capitalized Interest (d)	-
	$ 250,464
Cost of Issuance:	$ 172,759
Underwriter Discount/Financial Advisor (e):	127,950
	$ 7,802,022

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2026	$ 90,000	$ 153,832	$ 2,000	$ 8,530	$ 12,795	$ -	$ 267,157
2027	90,000	152,908	2,040	8,350	12,525	-	265,823
2028	90,000	151,894	2,081	7,694	12,255	-	263,924
2029	95,000	150,745	2,122	341	11,985	-	260,193
2030	100,000	149,152	2,165	(213)	11,700	-	262,804
Total	**$ 465,000**	**$ 758,530**	**$ 10,408**	**$ 24,703**	**$ 61,260**	**$ -**	**$ 1,319,900**

Public Improvement	Total Cost
Total Public Improvements	**$ 7,250,848**
Bond Fund Deposits/Cost of Issuance	
Reserve Fund	$ 250,464
Capitalized Interest	$ -
Underwriter's Discount/Financial Advisor	$ 127,950
Cost of Issuance	$ 172,759
Total Bond Fund Deposits\/Bond Cost of Issuance	**$ 551,173**
Total	**$ 7,802,022**
Projected Special Assessment	**$ 4,265,000**
Excess Benefit	**$ 3,537,022**

Appendix E-4

Additional Neighborhood Improvement Area #4

	Residential Parcel #7	Residential Parcel #8	Total
Neighborhood Improvement Area Bond	$ 14,135,000	$ 3,115,000	$ 17,250,000
Multiply: Minimum Required VTL Ratio (a)	3.00	3.00	3.00
Allocated Neighborhood Improvement Area Bond	**$ 42,405,000**	**$ 9,345,000**	**$ 51,750,000**
Estimated Improved Land Value	$ 248,130,000	$ 54,744,750	$ 302,874,750
Less: Allocated Neighborhood Improvement Area Bond	$ 42,405,000	$ 9,345,000	$ 51,750,000
Estimated Post Bond Sale Valuation	**$ 205,725,000**	**$ 45,399,750**	**$ 251,124,750**

Sources of Funds	
Gross Par Amount	$ 2,905,000
Landowner Contribution (a)	5,984
	$ 2,910,984

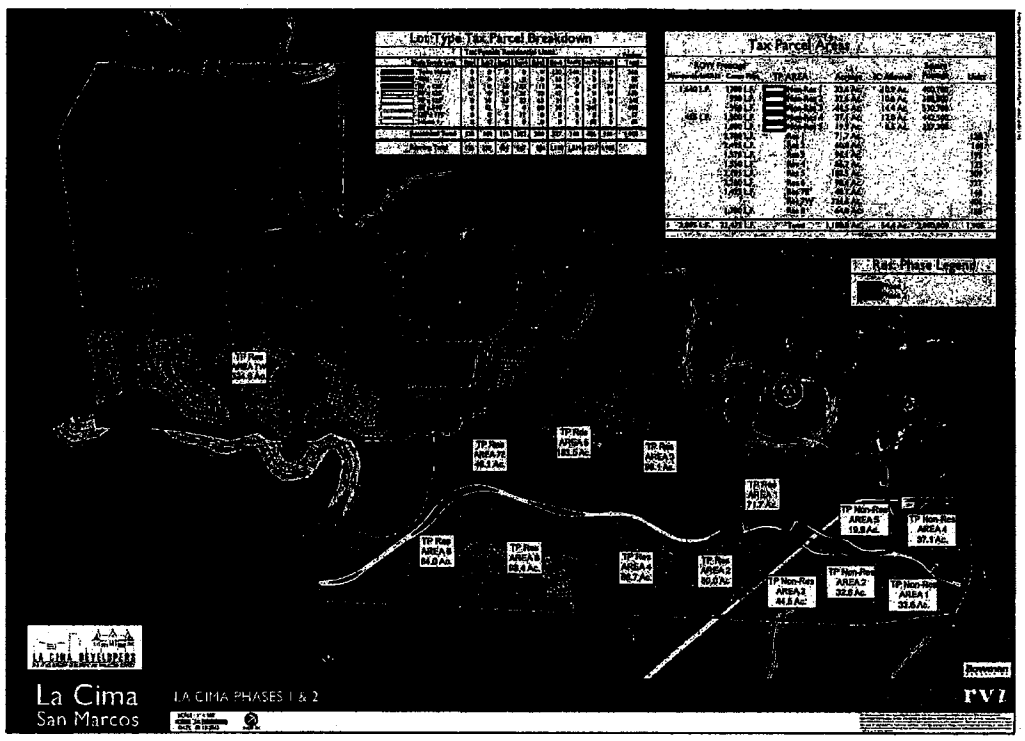
Uses of Funds	
Authorized Improvements (b)	**$ 2,497,649**
Other Fund Deposits:	
Debt Service Reserve Fund (c)	$ 208,514
Capitalized Interest (d)	-
	$ 208,514
Cost of Issuance:	$ 117,671
Underwriter Discount/Financial Advisor (e):	87,150
	$ 2,910,984

Year Ending July 1	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2026	$ 45,000	$ 156,516	$ 2,000	$ 5,810	$ 8,715	$ -	$ 218,041
2027	45,000	155,299	2,040	5,720	8,580	-	216,639
2028	45,000	154,036	2,081	5,355	8,445	-	214,918
2029	50,000	152,707	2,122	3,216	8,310	-	216,355
2030	50,000	151,018	2,165	309	8,160	-	211,652
Total	**$ 235,000**	**$ 769,577**	**$ 10,408**	**$ 20,411**	**$ 42,210**	**$ -**	**$ 1,077,605**

Public Improvement	Total Cost
Total Public Improvements	**$ 2,497,649**
Bond Fund Deposits/Cost of Issuance	
Reserve Fund	$ 208,514
Capitalized Interest	$ -
Underwriter's Discount/Financial Advisor	$ 87,150
Cost of Issuance	$ 117,671
Total Bond Fund Deposits\/Bond Cost of Issuance	**$ 413,334**
Total	**$ 2,910,984**
Projected Special Assessment	**$ 2,905,000**
Excess Benefit	**$ 5,984**

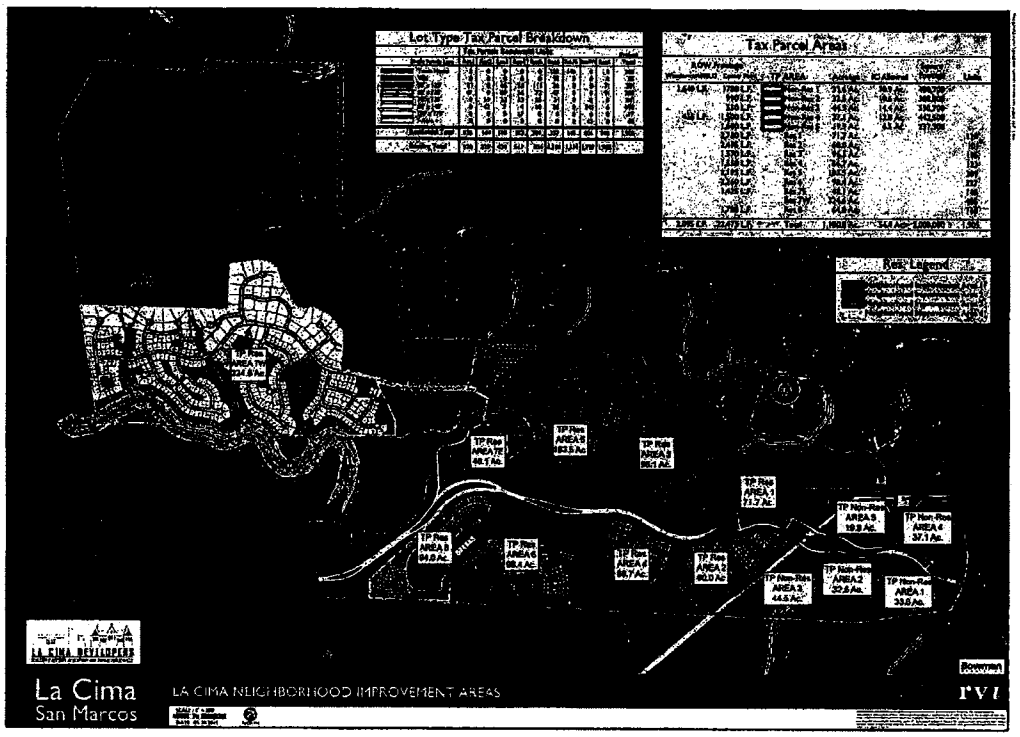
Appendix F

Current Residential Parcels, Future Residential Parcels, Non-Residential Parcels



Appendix G

Neighborhood Improvement Areas



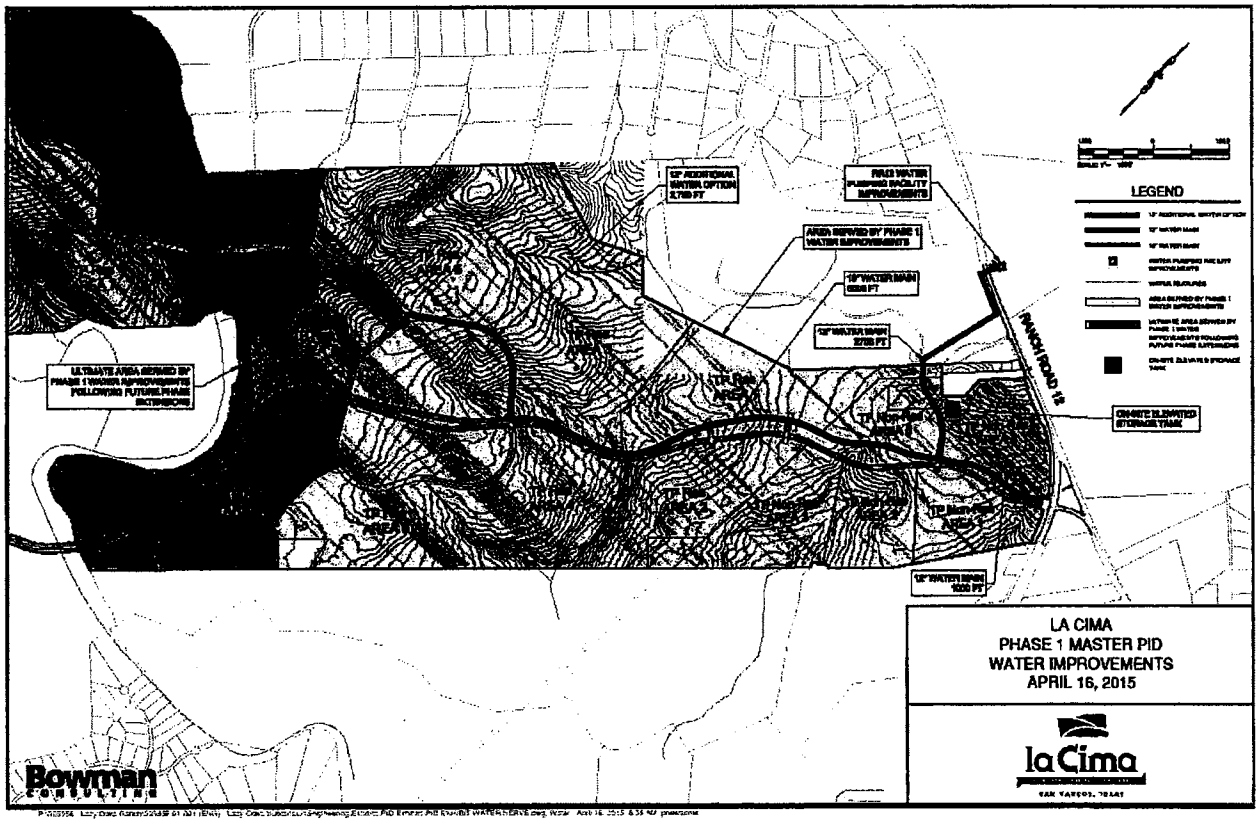
Appendix H

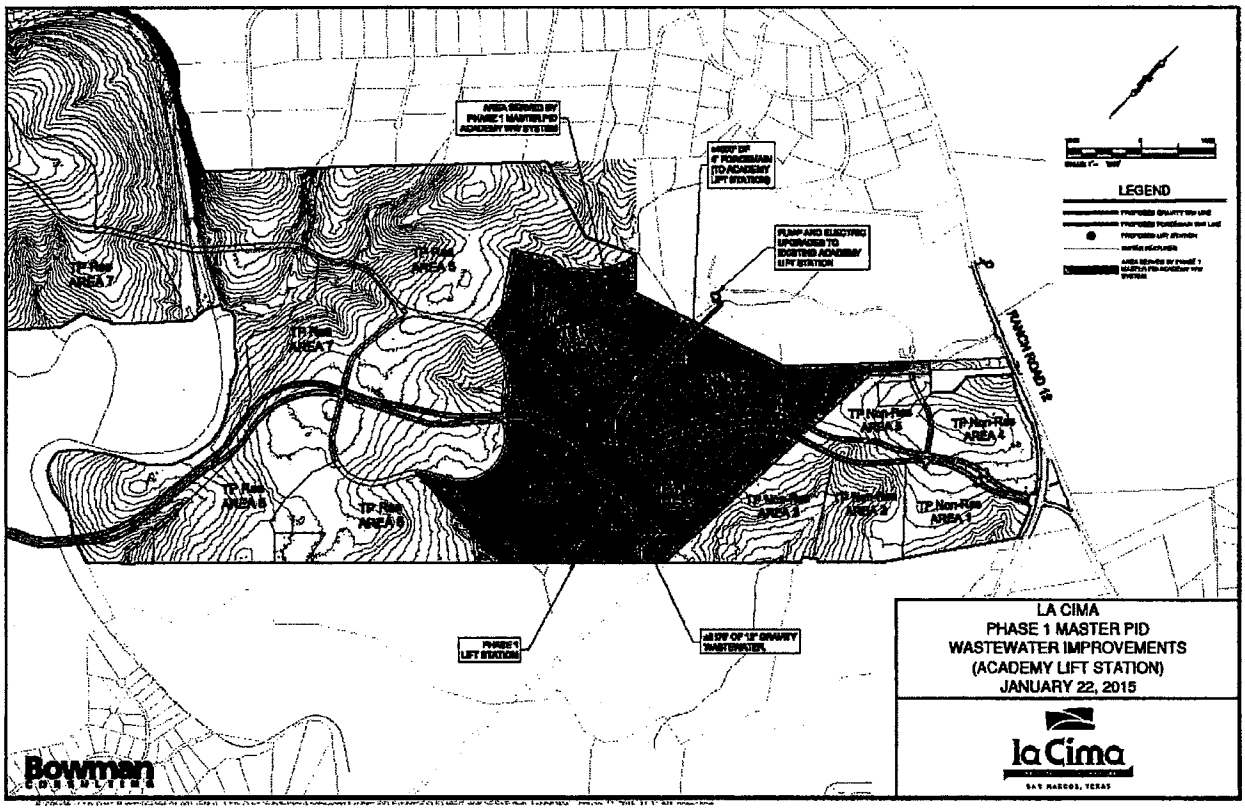
Phase 1 Major Improvement PID Water Improvements

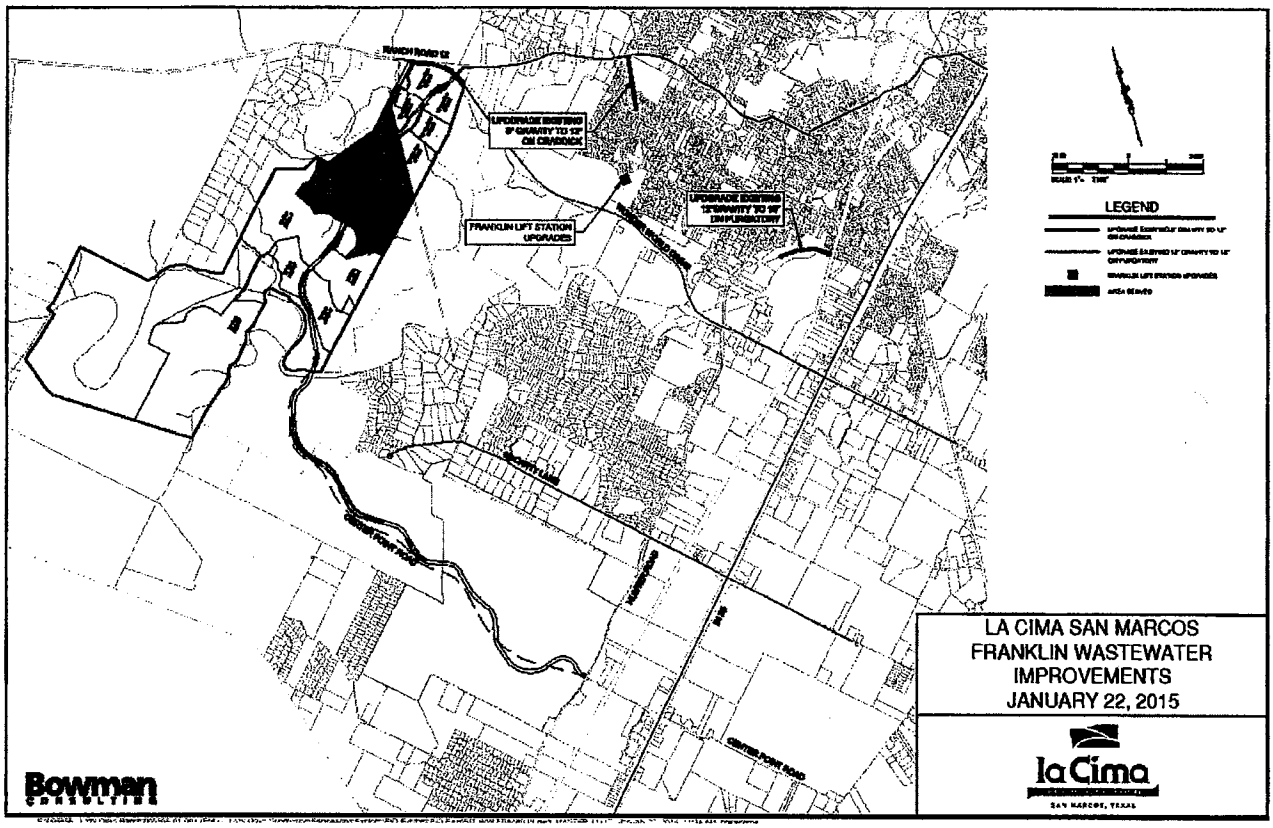
Phase 1 Major Improvement PID Wastewater Improvements

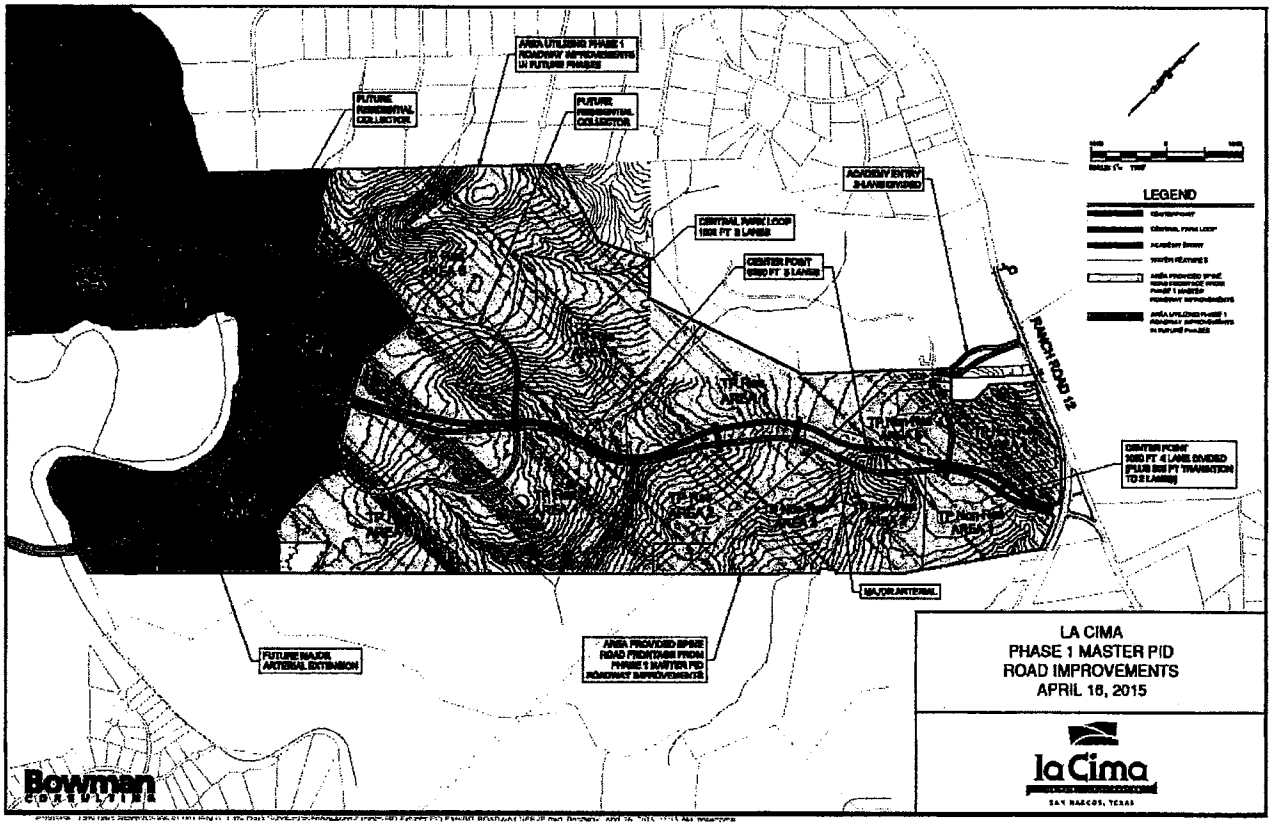
Franklin Wastewater Improvements

Phase 1 Major Improvement PID Road Improvements


LEGEND
RANCH ROAD 12
LA CIMA
PHASE 1 MASTER PID
WATER IMPROVEMENTS
APRIL 16, 2015
Bowman
la Cima

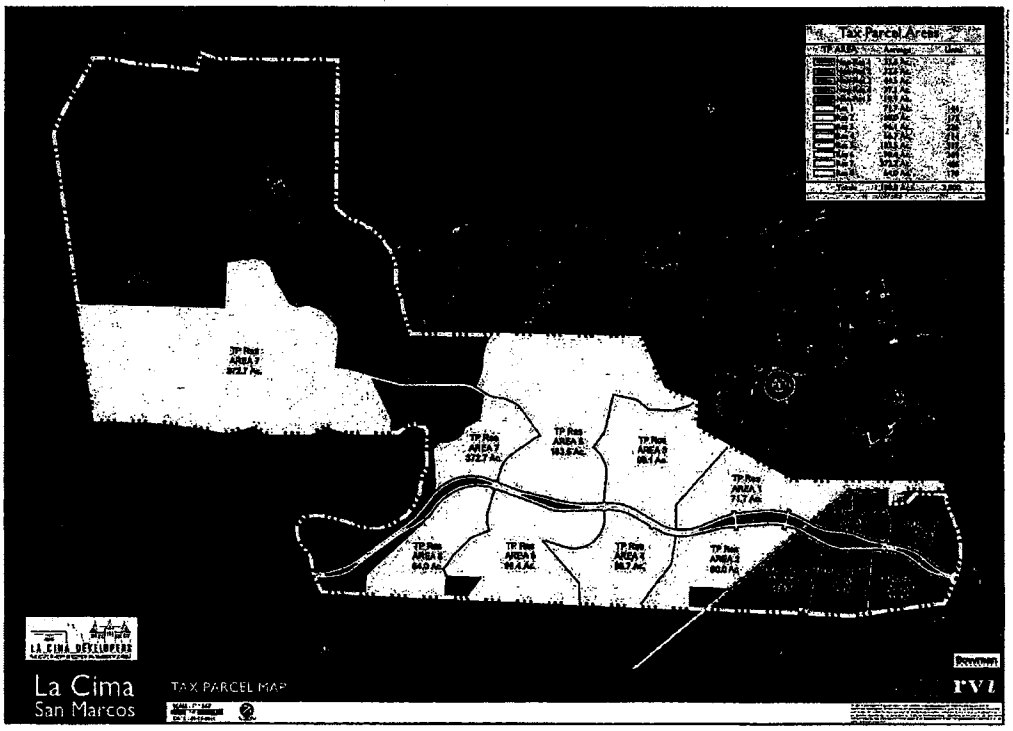

LEGEND
RANCH ROAD 12
LA CIMA
PHASE 1 MASTER PID
WASTEWATER IMPROVEMENTS
(ACADEMY LIFT STATION)
JANUARY 22, 2015
la Cima
SAN MARCOS, TEXAS
Bowman


RANCH ROAD 12
UPGRADE EXISTING 8" GRAVITY TO 12" ON DIVERSION
FRANKLIN LIFT STATION UPGRADES
UPGRADE EXISTING 12" GRAVITY TO 18" DIP/UNSTORY
LEGEND
LA CIMA SAN MARCOS
FRANKLIN WASTEWATER
IMPROVEMENTS
JANUARY 22, 2015
Bowman
la Cima


AREA UTILIZING PHASE 1 ROADWAY IMPROVEMENTS IN FUTURE PHASES
FUTURE RESIDENTIAL COLLECTOR
FUTURE RESIDENTIAL COLLECTOR
ACADEMY ENTRY (4-LANE DIVIDED)
CENTRAL PARK LOOP 100ft FT 3 LANES
CENTER POINT 100ft FT 3 LANES
RANCH ROAD 12
LEGEND
TP AREA 1
TP AREA 2
TP AREA 3
TP AREA 4
TP AREA 5
CENTER POINT 100ft FT 4 LANE DIVIDED (PLUS 50ft FT TRANSITION TO 2 LANES)
MAJOR ARTERIAL
FUTURE MAJOR ARTERIAL EXTENSION
AREA PROVIDED SPARE ROAD FRONTAGE FROM PHASE 1 MASTER PID ROADWAY IMPROVEMENTS
LA CIMA
PHASE 1 MASTER P/D
ROAD IMPROVEMENTS
APRIL 18, 2015
Bowman
la Cima
SAN MARCOS, TEXAS

Appendix I

Parcel Map



Appendix J

Allocation of Major Improvements by Parcel

		1	2	3	4	5	1	2	3	4	5	6	7	8
Water	$ 3,729,795	X	X	X	X	X	X	X	X	X	X	X	X	X
Wastewater - Academy LS	$ 1,945,987	-	-	-	-		X	X	X	X	-	-	-	-
Wastewater - Franklin Improvements	$ 719,033	-	-	-	-	-	X	X	X	X	-	-	-	-
Wastewater - Hunter Road	$ 568,000	X	X	X	X	X	-	-	-	-	X	X	X	X
Central Park Loop Road	$ 990,154	X	X	X	X	X	X	X	X	X	X	X	X	X
Center Point From RR12 to Central Park Loop	$ 7,109,257	X	X	X	X	X	X	X	X	X	X	X	X	X
Secondary Entry Road at Academy	$ 1,044,383	X	X	X	X	X	X	X	X	X	X	X	X	X
Soft Costs from 9/1/13 to 4/30/15	$ 1,343,041	X	X	X	X	X	X	X	X	X	X	X	X	X
Projected Soft Costs - 5/1/15 through Closing	$ 150,000	X	X	X	X	X	X	X	X	X	X	X	X	X
Total Major Improvements - Phase 1	$ 17,599,650													

		1	2	3	4	5	1	2	3	4	5	6	7	8
Water	$ 3,729,795	$ 290,472	$ 281,827	$ 384,702	$ 320,729	$ 172,035	$ 126,543	$ 140,917	$ 217,639	$ 161,656	$ 359,273	$ 298,231	$ 799,400	$ 176,371
Wastewater - Academy LS	$ 1,945,987	$ -	$ -	$ -	$ -	$ -	$ 380,748	$ 423,998	$ 654,842	$ 486,399	$ -	$ -	$ -	$ -
Wastewater - Franklin Improvements	$ 719,033	$ -	$ -	$ -	$ -	$ -	$ 140,685	$ 156,665	$ 241,961	$ 179,722	$ -	$ -	$ -	$ -
Wastewater - Hunter Road	$ 568,000	$ 53,515	$ 51,922	$ 70,875	$ 59,089	$ 31,695	$ -	$ -	$ -	$ -	$ 66,190	$ 54,944	$ 147,276	$ 32,494
Central Park Loop Road	$ 990,154	$ 77,112	$ 74,817	$ 102,127	$ 85,144	$ 45,670	$ 33,593	$ 37,409	$ 57,777	$ 42,915	$ 95,377	$ 79,172	$ 212,218	$ 46,822
Center Point From RR12 to Central Park Loop	$ 7,109,257	$ 553,660	$ 537,182	$ 733,270	$ 611,333	$ 327,912	$ 241,199	$ 268,598	$ 414,835	$ 308,128	$ 684,801	$ 568,450	$ 1,523,714	$ 336,176
Secondary Entry Road at Academy	$ 1,044,383	$ 81,335	$ 78,915	$ 107,721	$ 89,808	$ 48,172	$ 35,433	$ 39,458	$ 60,941	$ 45,265	$ 100,600	$ 83,508	$ 223,841	$ 49,386
Soft Costs from 9/1/13 to 4/30/15	$ 1,343,041	$ 104,594	$ 101,481	$ 138,525	$ 115,490	$ 61,947	$ 45,566	$ 50,742	$ 78,368	$ 58,210	$ 129,369	$ 107,388	$ 287,851	$ 63,508
Projected Soft Costs - 5/1/15 through Closing	$ 150,000	$ 11,682	$ 11,334	$ 15,471	$ 12,899	$ 6,919	$ 5,089	$ 5,667	$ 8,753	$ 6,501	$ 14,449	$ 11,994	$ 32,149	$ 7,093
Total Major Improvements - Phase 1	$ 17,599,658	$ 1,172,369	$ 1,137,477	$ 1,552,691	$ 1,294,491	$ 694,350	$ 1,008,857	$ 1,123,456	$ 1,735,116	$ 1,288,796	$ 1,450,059	$ 1,203,687	$ 3,226,450	$ 711,849

Appendix K

Special Assessments by Lot Type by Parcel – Major Public Improvement PID Bond

Residential Parcel 1

Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	81	$ 5,062,500	$ 22,781,250	$ 740,714	$ 55,672	$ 9,145	$ 687	$ 0.24
60'	$ 78,000	$ 351,000	47	$ 3,666,000	$ 16,497,000	$ 536,386	$ 40,315	$ 11,412	$ 858	$ 0.24
70'	$ 90,000	$ 405,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
80'	$ 105,000	$ 472,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Townhome	$ 45,000	$ 202,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SubTotal			128	$ 8,728,500	$ 39,278,250	$ 1,277,100	$ 95,987			$ 0.24
HOA						$ 12,900	$ 970			
Total			128	$ 8,728,500	$ 39,278,250	$ 1,290,000	$ 96,957			$ 0.25

Residential Parcel 2

Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
60'	$ 78,000	$ 351,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
70'	$ 90,000	$ 405,000	59	$ 5,310,000	$ 23,895,000	$ 584,100	$ 43,901	$ 9,900	$ 744	$ 0.18
80'	$ 105,000	$ 472,500	42	$ 4,410,000	$ 19,845,000	$ 485,100	$ 36,460	$ 11,550	$ 868	$ 0.18
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Townhome	$ 45,000	$ 202,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SubTotal			101	$ 9,720,000	$ 43,740,000	$ 1,069,200	$ 80,362			$ 0.18
HOA						$ 10,800	$ 812			
Total			101	$ 9,720,000	$ 43,740,000	$ 1,080,000	$ 81,173			$ 0.19

Residential Parcel 3

Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	66	$ 4,125,000	$ 18,562,500	$ 505,980	$ 38,030	$ 7,666	$ 576	$ 0.20
60'	$ 78,000	$ 351,000	69	$ 5,382,000	$ 24,219,000	$ 660,166	$ 49,618	$ 9,568	$ 719	$ 0.20
70'	$ 90,000	$ 405,000	53	$ 4,770,000	$ 21,465,000	$ 585,097	$ 43,976	$ 11,040	$ 830	$ 0.20
80'	$ 105,000	$ 472,500	7	$ 735,000	$ 3,307,500	$ 90,156	$ 6,776	$ 12,879	$ 968	$ 0.20
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Townhome	$ 45,000	$ 202,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SubTotal			195	$ 15,012,000	$ 67,554,000	$ 1,841,400	$ 138,400			$ 0.20
HOA						$ 18,600	$ 1,398			
Total			195	$ 15,012,000	$ 67,554,000	$ 1,860,000	$ 139,798			$ 0.21

Residential Parcel 4

Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	33	$ 2,062,500	$ 9,281,250	$ 227,984	$ 17,135	$ 6,909	$ 519	$ 0.18
60'	$ 78,000	$ 351,000	36	$ 2,808,000	$ 12,636,000	$ 310,390	$ 23,329	$ 8,622	$ 648	$ 0.18
70'	$ 90,000	$ 405,000	33	$ 2,970,000	$ 13,365,000	$ 328,297	$ 24,675	$ 9,948	$ 748	$ 0.18
80'	$ 105,000	$ 472,500	4	$ 420,000	$ 1,890,000	$ 46,426	$ 3,489	$ 11,606	$ 872	$ 0.18
135'	$ 170,000	$ 765,000	17	$ 2,890,000	$ 13,005,000	$ 319,454	$ 24,010	$ 18,791	$ 1,412	$ 0.18
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Townhome	$ 45,000	$ 202,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SubTotal			123	$ 11,150,500	$ 50,177,250	$ 1,232,550	$ 92,639			$ 0.18
HOA						$ 12,450	$ 936			
Total			123	$ 11,150,500	$ 50,177,250	$ 1,245,000	$ 93,575			$ 0.19

Appendix K

Special Assessments by Lot Type by Parcel – Major Public Improvement PID Bond

Residential Parcel 5

Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	111	$ 6,937,500	$ 31,218,750	$ 529,351	$ 39,786	$ 4,769	$ 358	$ 0.13
60'	$ 78,000	$ 351,000	73	$ 5,694,000	$ 25,623,000	$ 434,469	$ 32,655	$ 5,952	$ 447	$ 0.13
70'	$ 90,000	$ 405,000	65	$ 5,850,000	$ 26,325,000	$ 446,372	$ 33,549	$ 6,867	$ 516	$ 0.13
80'	$ 105,000	$ 472,500	60	$ 6,300,000	$ 28,350,000	$ 480,708	$ 36,130	$ 8,012	$ 602	$ 0.13
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Townhome	$ 45,000	$ 202,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SubTotal			309	$ 24,781,500	$ 111,516,750	$ 1,890,900	$ 142,121			$ 0.13
HOA						$ 19,100	$ 1,436			
Total			309	$ 24,781,500	$ 111,516,750	$ 1,910,000	$ 143,556			$ 0.13

Residential Parcel 6

Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	36	$ 2,250,000	$ 10,125,000	$ 171,629	$ 12,900	$ 4,767	$ 358	$ 0.13
60'	$ 78,000	$ 351,000	47	$ 3,666,000	$ 16,497,000	$ 279,641	$ 21,018	$ 5,950	$ 447	$ 0.13
70'	$ 90,000	$ 405,000	31	$ 2,790,000	$ 12,555,000	$ 212,820	$ 15,996	$ 6,865	$ 516	$ 0.13
80'	$ 105,000	$ 472,500	38	$ 3,990,000	$ 17,955,000	$ 304,356	$ 22,876	$ 8,009	$ 602	$ 0.13
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Townhome	$ 45,000	$ 202,500	175	$ 7,875,000	$ 35,437,500	$ 600,703	$ 45,149	$ 3,433	$ 258	$ 0.13
SubTotal			327	$ 20,571,000	$ 92,569,500	$ 1,569,150	$ 117,938			$ 0.13
HOA						$ 15,850	$ 1,191			
Total			327	$ 20,571,000	$ 92,569,500	$ 1,585,000	$ 119,129			$ 0.13

Residential Parcel 7

Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
60'	$ 78,000	$ 351,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
70'	$ 90,000	$ 405,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
80'	$ 105,000	$ 472,500	341	$ 35,805,000	$ 161,122,500	$ 2,732,128	$ 205,348	$ 8,012	$ 602	$ 0.13
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	65	$ 12,675,000	$ 57,037,500	$ 967,176	$ 72,693	$ 14,880	$ 1,118	$ 0.13
Townhome	$ 45,000	$ 202,500	148	$ 6,660,000	$ 29,970,000	$ 508,196	$ 38,196	$ 3,434	$ 258	$ 0.13
SubTotal			554	$ 55,140,000	$ 248,130,000	$ 4,207,500	$ 316,237			$ 0.13
HOA						$ 42,500	$ 3,194			
Total			554	$ 55,140,000	$ 248,130,000	$ 4,250,000	$ 319,432			$ 0.13

Residential Parcel 9

Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	71	$ 4,437,500	$ 19,968,750	$ 339,447	$ 25,513	$ 4,781	$ 359	$ 0.13
60'	$ 78,000	$ 351,000	91	$ 7,098,000	$ 31,941,000	$ 542,962	$ 40,809	$ 5,967	$ 448	$ 0.13
70'	$ 90,000	$ 405,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
80'	$ 105,000	$ 472,500	6	$ 630,000	$ 2,835,000	$ 48,192	$ 3,622	$ 8,032	$ 604	$ 0.13
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Townhome	$ 45,000	$ 202,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SubTotal			168	$ 12,165,500	$ 54,744,750	$ 930,600	$ 69,944			$ 0.13
HOA						$ 9,400	$ 707			
Total			168	$ 12,165,500	$ 54,744,750	$ 940,000	$ 70,651			$ 0.13

All Non-Residential

Lot Width	Average Finished Lot Price	Estimated AV per Unit/SF	Units/SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Payment (1st Full Year After Capitalized Interest)	Assessment per Unit/SF	Annual Payment per Unit/SF	Equivalent Tax Rate (per $100/AV)
Retail		$ 225	360,000		$ 81,000,000	$ 898,128	$ 67,504	$ 2.49	$ 0.19	$ 0.08
Office		$ 225	1,640,000		$ 369,000,000	$ 4,091,472	$ 307,517	$ 2.49	$ 0.19	$ 0.08
SubTotal			2,000,000		$ 450,000,000	$ 4,989,600	$ 375,020			$ 0.08
HOA						$ 50,400	$ 3,788			
Total			2,000,000		$ 450,000,000	$ 5,040,000	$ 378,809			$ 0.08

Appendix L

Neighborhood Improvement Area upon Project Build Out

Neighborhood Improvement Area #1

Lot Width	Average Finished Lot Price	Estimated AV per Unit	Units	Improved Lot Value	Assessed Value	Total Assessment	Annual Installment (1st Year)	Assessment per Unit	Annual Installment per Unit	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	81	$ 5,062,500	$ 22,781,250	$ 1,995,405	$ 136,405	$ 24,635	$ 1,684	$ 0.60
60'	$ 78,000	$ 351,000	47	$ 3,666,000	$ 16,497,000	$ 1,444,969	$ 98,777	$ 30,744	$ 2,102	$ 0.60
70'	$ 90,000	$ 405,000	59	$ 5,310,000	$ 23,895,000	$ 2,092,958	$ 143,074	$ 35,474	$ 2,425	$ 0.60
80'	$ 105,000	$ 472,500	42	$ 4,410,000	$ 19,845,000	$ 1,738,219	$ 118,824	$ 41,386	$ 2,829	$ 0.60
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Townhome	$ 45,000	$ 202,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SubTotal			229	$ 18,448,500	$ 83,018,250	$ 7,271,550	$ 497,080			
HOA						$ 73,450	$ 5,021			
Total			229	$ 18,448,500	$ 83,018,250	$ 7,345,000	$ 502,101			$ 0.60

Neighborhood Improvement Area #2

Lot Width	Average Finished Lot Price	Estimated AV per Unit	Units	Improved Lot Value	Assessed Value	Total Assessment	Annual Installment (1st Year)	Assessment per Unit	Annual Installment per Unit	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	99	$ 6,187,500	$ 27,843,750	$ 2,395,228	$ 163,048	$ 24,194	$ 1,647	$ 0.59
60'	$ 78,000	$ 351,000	105	$ 8,190,000	$ 36,855,000	$ 3,170,410	$ 215,816	$ 30,194	$ 2,055	$ 0.59
70'	$ 90,000	$ 405,000	86	$ 7,740,000	$ 34,830,000	$ 2,996,212	$ 203,958	$ 34,840	$ 2,372	$ 0.59
80'	$ 105,000	$ 472,500	11	$ 1,155,000	$ 5,197,500	$ 451,625	$ 30,743	$ -	$ -	$ -
135'	$ 170,000	$ 765,000	17	$ 2,890,000	$ 13,005,000	$ 1,130,041	$ 76,924	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Townhome	$ 45,000	$ 202,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SubTotal			318	$ 26,162,500	$ 117,731,250	$ 10,127,700	$ 689,413			
HOA						$ 102,300	$ 6,964			
Total			318	$ 26,162,500	$ 117,731,250	$ 10,230,000	$ 696,377			$ 0.59

Neighborhood Improvement Area #3

Lot Width	Average Finished Lot Price	Estimated AV per Unit	Units	Improved Lot Value	Assessed Value	Total Assessment	Annual Installment (1st Year)	Assessment per Unit	Annual Installment per Unit	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	147	$ 9,187,500	$ 41,343,750	$ 3,887,739	$ 256,484	$ 26,447	$ 1,745	$ 0.62
60'	$ 78,000	$ 351,000	120	$ 9,360,000	$ 42,120,000	$ 3,960,733	$ 261,300	$ 33,006	$ 2,178	$ 0.62
70'	$ 90,000	$ 405,000	96	$ 8,640,000	$ 38,880,000	$ 3,656,062	$ 241,200	$ 38,084	$ 2,513	$ 0.62
80'	$ 105,000	$ 472,500	98	$ 10,290,000	$ 46,305,000	$ 4,354,268	$ 287,263	$ 44,431	$ 2,931	$ 0.62
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Villa	$ 45,000	$ 202,500	175	$ 7,875,000	$ 35,437,500	$ 3,332,348	$ 219,844	$ -	$ -	$ -
SubTotal			636	$ 45,352,500	$ 204,086,250	$ 19,191,150	$ 1,266,091			
HOA						$ 193,850	$ 12,789			
Total			636	$ 45,352,500	$ 204,086,250	$ 19,385,000	$ 1,278,880			$ 0.63

Neighborhood Improvement Area #4

Lot Width	Average Finished Lot Price	Estimated AV per Unit	Units	Improved Lot Value	Assessed Value	Total Assessment	Annual Installment (1st Year)	Assessment per Unit	Annual Installment per Unit	Equivalent Tax Rate (per $100/AV)
50'	$ 62,500	$ 281,250	71	$ 4,437,500	$ 19,968,750	$ 1,654,304	$ 112,009	$ -	$ -	$ -
60'	$ 78,000	$ 351,000	91	$ 7,098,000	$ 31,941,000	$ 2,646,141	$ 179,163	$ -	$ -	$ -
70'	$ 90,000	$ 405,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
80'	$ 105,000	$ 472,500	347	$ 36,435,000	$ 163,957,500	$ 13,583,000	$ 919,671	$ 39,144	$ 2,650	$ 0.56
135'	$ 170,000	$ 765,000	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Acre	$ 195,000	$ 877,500	65	$ 12,675,000	$ 57,037,500	$ 4,725,251	$ 319,935	$ -	$ -	$ -
Townhome/Villa	$ 45,000	$ 202,500	148	$ 6,660,000	$ 29,970,000	$ 2,482,854	$ 168,108	$ 16,776	$ 1,136	$ 0.56
SubTotal			722	$ 67,305,500	$ 302,874,750	$ 25,091,550	$ 1,698,885			
HOA						$ 253,450	$ 17,160			
Total			722	$ 67,305,500	$ 302,874,750	$ 25,345,000	$ 1,716,046			$ 0.57

Commercial

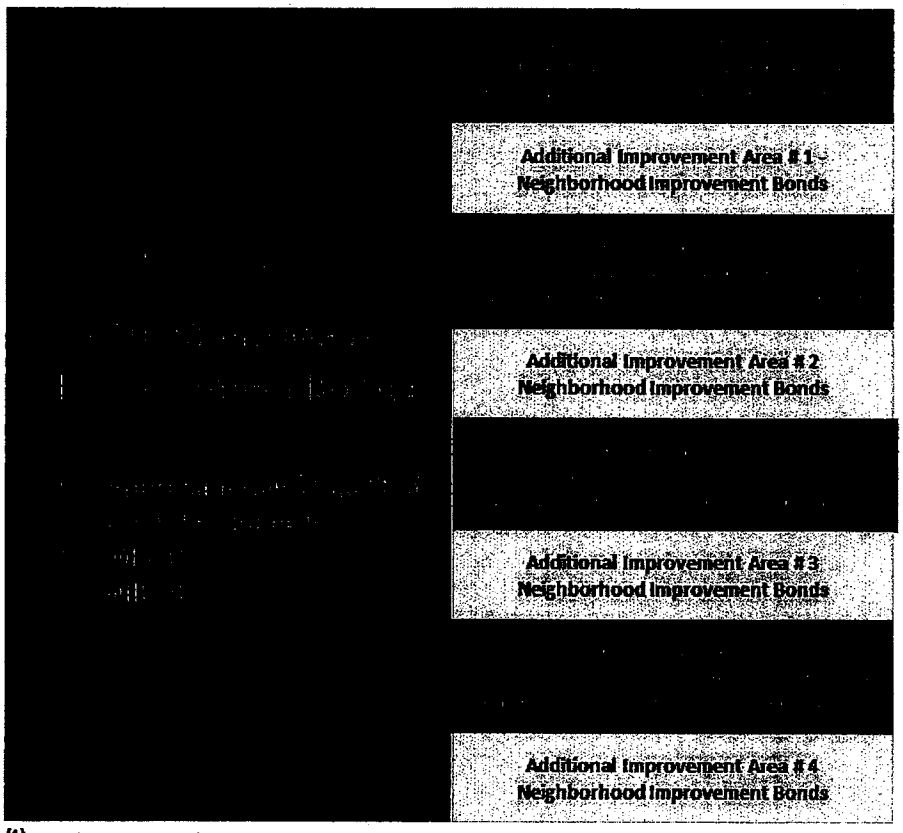
Lot Width	Average Finished Lot Price	Estimated AV per Unit	SF	Improved Lot Value	Assessed Value	Total Assessment	Annual Installment (1st Year)	Assessment per Unit	Annual Installment per Unit	Equivalent Tax Rate (per $100/AV)
Retail		$ 225	360,000		$ 81,000,000	$ 907,200	$ 68,186	$ 2.52	$ 0.19	$ 0.08
Office		$ 225	1,640,000		$ 369,000,000	$ 4,132,800	$ 310,623	$ 2.52	$ 0.19	$ 0.08
SubTotal			2,000,000		$ 450,000,000	$ 4,989,600	$ 375,020			
HOA						$ 50,400	$ 3,788			
Total			2,000,000		$ 450,000,000	$ 5,040,000	$ 378,809			$ 0.08

Total

	Assessed Value	Total Assessment	Annual Installment (1st Year)	Equivalent Tax Rate (per $100/AV)
Total	$ 1,157,710,500	$ 67,345,000	$ 4,572,212	

Appendix M

Proposed Chronology of PID Bond Issues



[1] Based on DPFG analysis 5.22.15. All numbers are preliminary and subject to change.

Jefferies

Exhibit "D"

PID BOND CHART
(INITIAL MASTER PUBLIC INFRASTRUCTURE)

Initial Master Public Infrastructure	Dedicated to City or County	Estimated Cost
Water	City	$3,729,795
Wastewater—Academy Lift Station	City	$1,945,987
Wastewater –Franklin Improvements	City	$719,033
Wastewater—Hunter Road (Design Costs)	City	$568,000
Central Park Loop Road	County	$990,154
Centerpoint Road from RR 12 to Central Park Loop	County	$7,109,257
Soft Costs expended from 9/1/13 through June 30, 2015	N/A	$1,493,041
Secondary Entry Road/Academy Road	County	$1,044,383

Exhibit "D-1"

FUTURE MAJOR PUBLIC IMPROVEMENTS

[Note: To be provided prior to or simultaneously with issuance of Future Major Improvement PID Bonds.]

Exhibit "D-2"

CITY UTILITY LETTER

CITY MANAGER'S OFFICE

June 26, 2015

Lazy Oaks Ranch, LP
Attn: Bryan Lee
303 Colorado, Suite 2300
Austin, TX 78701

Re: La Cima Public Improvement District ("**District**"); Approximately 2,029 acres (the "**Property**") located in the ETJ of City of San Marcos, Texas (the "**City**") which is subject to that certain **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** dated September 16, 2014 (the "**Development Agreement**") by and between the City, Hays County, Texas (the "**County**"), and **LAZY OAKS RANCH, LP**, a Texas limited partnership (the "**Owner**").

Dear Mr. Lee,

Per your request, the City is providing this letter agreement (this "Letter") to memorialize the understanding and agreement of the City regarding (i) the provision of water and wastewater service to the Property and (ii) participation in the process by which the Owner will receive draws from bond proceeds or a reimbursement pursuant to an acquistion and reimbursment agreement ("**A&RA**"), to finance or reimburse the Owner for, as applicable, the costs of City Improvements (defined below) as provided in the La Cima Public Improvement District Financing Agreement ("**PFA**") to be entered into between the Owner and the County. Capitalized terms not defined herein shall have the meaning assigned to such term in the Development Agreement.

1. Pursuant to the terms and conditions of the letters attached hereto as Exhibit A-1 and Exhibit A-2 and the Development Agreement, the City has agreed to provide water and wastewater service to the Project.

2. Water and wastewater improvements described on Exhibit B attached hereto (collectively, the "**City Improvements**") shall be designed and constructed in accordance with City procedures, including this Letter and the Development Agreement. Upon completion in accordance with City procedures, the City will accept the City Improvements.

3. The City acknowledges that on September 23, 2014 the County, by resolution, authorized the establishment of the District and intends to enter into the PFA.

4. The City acknowledges that the County may issue special assessment revenue bonds (the "**PID Bonds**") and/or enter into an A&RA with the Owner to finance or reimburse the Owner for, as applicable, the costs of certain public improvement, including the City Improvements, benefiting the property in the District.

5. Owner will be requesting periodic draws/payments from PID Bond proceeds and/or pursuant to an A&RA in order to finance or reimburse the Owner for, as applicable, the costs of the design and construction of the City Improvements, as well as other public improvements that (unlike the City Improvements) will be accepted and maintained by the County. The Owner's receipt of such draws/payments for the costs of the City Improvements will be conditioned upon the City providing written acknowledgment (in a form mutually acceptable to the City and the County) to the Owner and the County ("**City Approval Notice--Periodic Draw**") that the payment is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the Item of work under the draw/payment. Until final acceptance by the City, the Owner, through his Contractor, assumes liability for completing the work according to the plans and specifications and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright. Payment of progress estimates will in no way affect the Owner's obligations for design and permitting or to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

6. In order for the Owner to obtain the final draw/payment from PID Bond proceeds or pursuant to an A&RA for any City Improvement, the City will provide a written acknowledgement (in a form mutually acceptable to the City and the County) to the Owner and the County ("**City Approval Notice--Final Draw**") that the Owner has complied with all requirements for acceptance of such City Improvement (save any except any applicable maintenance-bond period) required pursuant to this Letter and the Development Agreement.

7. No fiscal surety shall be required to secure the completion of the City Improvements. No preliminary or final plat of property within the La Cima project shall be recorded prior to completion and acceptance of the City Improvements. Nothing in this agreement shall be construed to exempt the Owner from providing fiscal surety in accordance with Section 1.6.6.4 of the City of San Marcos Land Development Code as a condition precedent to the recording of any subdivision plat of property within the La Cima project.

Please confirm that you accept and agree to the terms of this Letter by your signature below.

Sincerely,

CITY OF SAN MARCOS, TEXAS

By: _____
Name: Jared Miller
Title: City Manager

ACCEPTED AND AGREED TO:

LAZY OAKS RANCH, LP, a Texas Limited Partnership

By: Lazy Oaks GP, LLC, its general partner

By: _____
Bryan Lee, Manager

WITH COPY TO THE COUNTY:

Commissioners Court
Hays County, Texas
111 E. San Antonio Street
San Marcos, Texas 78666
Attention: Mark Kennedy, General Counsel

EXHIBIT A-1

ENGINEERING AND CAPITAL IMPROVEMENTS

December 22, 2014

Mr. Bill Ward
La Cima Developers, LLC
201 Barton Springs Road
Austin, TX 78704

Re: Water and Wastewater Service to La Cima

Dear Mr. Ward:

This letter is confirmation of this City's agreement to provide water and wastewater service to the La Cima development. Per Section 1.05 A of the Development Agreement approved by City Council on September 16, 2014:

The City hereby agrees to allow the extension, improvements of, and connections to City water and wastewater facilities to provide service to the Project up to a maximum of 4,000 service units equivalent. Owner anticipates that the Project will require 4,000 service units of water and wastewater from the City. At the time of execution of this Agreement, City anticipates that it will have sufficient water and wastewater capacity to serve the Project. City further acknowledges that its approval of any subdivision plat of property within the Project shall constitute a representation by the City that it has sufficient water and wastewater capacity available to serve the platted lots at the time of plat approval.

Please let me know if you have any questions.

Sincerely,

Laurie Moyer, P.E.
Director of Engineering & Capital Improvements

C: Jared Miller, City Manager
Collette Jamison, Assistant City Manager
Tom Taggart, Executive Director of Public Services
Kevin Burke, Economic & Development Coordinator
Richard Reynosa, P.E., Senior Engineer

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SANMARCOSTX.GOV

EXHIBIT A-2

ENGINEERING AND CAPITAL IMPROVEMENTS

May 11, 2015

Mr. Bill Ward
La Cima Developers, LLC
201 Barton Springs Road
Austin, TX 78704

Re: La Cima Wastewater – Phase 1

Dear Mr. Ward:

This letter is in response to the proposal as outlined in your December 8, 2014 correspondence and the email request of April 27, 2015. In order to proceed with the first phase(s) of development, La Cima is proposing to partner with the City of San Marcos to improve existing City lift stations and wastewater mains. Specifically, La Cima proposed to survey, design, permit and construct:

1. Pump and electrical improvements at the Academy Lift Station to expand it to serve 850 LUE's,
2. Pump and electrical improvements at the Franklin Lift Station to accommodate the additional flow, and
3. Replace approximately 1,450 ft of existing 8" to a 12" gravity wastewater main in Craddock as identified by Freese and Nichols in their Wastewater Analysis.

La Cima also proposed to survey, design, permit, and assist in obtaining easements for the upsizing of approximately 3,100 feet of existing 12" line to 18" (CoSM WWMP CIP #6).

Per email on April 27, 2015, La Cima requested that, out of the 850 LUEs of capacity from the proposed improvements, 700 LUEs be allocated to La Cima and 150 LUEs toward the Academy until May 2020. This request is based upon the attached letter from Mr. Monty Lewis of the San Marcos Academy indicating that "Over the next 5 years, the Academy does not anticipate needing any additional LUEs out of the improved Academy Lift Station in excess of the current maximum 150 LUEs available to the Academy."

The City has evaluated your proposals, the analysis of the existing wastewater system by Bowman Consulting and the most recent request on the assumption of wastewater flow between the Academy and La Cima.

The City will allow La Cima to utilize the existing wastewater infrastructure with the improvements described above along with the addition of the following:

1. Any additional site improvements necessary at the Academy Lift Station in order to support the increased capacity of the lift station,
2. The design and replacement of approximately 900 feet of 10" gravity wastewater main in Craddock to a 12" main.
3. Replacement of the existing force main should maintenance issues develop as a result of the increased velocities in the main from use of the full capacity of the existing 6-inch force main or if the operational performance of the force main is less than that assumed in the engineering analysis and it fails to convey needed flows.

These improvements should allow the addition of 525 gpm or 850 LUEs to the Purgatory Sub-Basin and provide for City system growth pending the completion of the ultimate routing of the La Cima flow to the Cottonwood Sub-Basin.

Additionally, based upon the letter from the San Marcos Academy, for a period of 5 years (May 2020) the City agrees to the projection that 150 LUEs of capacity will be allocated to the Academy and 685 LUEs to La Cima (which will include service to the 200 acres of commercial property). The remaining 15 LUEs will be held for contingency purposes.

Based upon growth projections downstream of the improvements identified above, the ultimate routing of the La Cima wastewater flows must be service prior to 2025, whether or not the full 850 LUEs are in service. As the wastewater system design within La Cima is completed, a more detailed analysis will be needed in order to determine how much flow, if any, will continue to be able to flow to the Purgatory Sub-Basin.

This letter is not a reservation of capacity, nor is it a guarantee of system performance to the analyzed levels of flow. Wastewater service is provided on a first come first served basis based upon by plat date. However, with the improvements as proposed the resulting capacity should provide flexibility to La Cima for the initial phases of development.

Sincerely,

Laurie Moyer

Laurie Moyer, P.E.
Director of Engineering & Capital Improvements

C: Jared Miller, City Manager
Collette Jamison, Assistant City Manager
Tom Taggart, Executive Director of Public Services
Kevin Burke, Economic & Development Coordinator
Richard Reynosa, P.E., Senior Engineer

PIPE SEGMENT	Location	Pipe size	pipe length	CAPACITY	EXISTING	Available Capacity after 850 LUEs/525 gpm	Proposed Pipe	Capacity of Proposed	Available after Existing and La Cima
1	Old ranch road 12/ Craddock ave	8	23	715.30	2.70	188	12	717	190
2	Craddock ave	8	420	701.40	3.40	173	12	2077	1548
3		8	321	437.50	7.40	-95	12	1300	768
4		8	304	631.90	14.20	98	12	1851	1312
5		8	234	1513.90	17.80	971	12	4509	3966
[redacted]									
10	Turn right Nevada St	12	204	1416.70	111.30	780	12	1329	692
11		12	170	2243.10	112.60	1606	12	2305	1667
12		12	255	1611.10	118.50	968	12	1601	957
13		12	290	1506.90	120.30	862	12	1522	876
14		12	260	1618.10	122.80	970	12	1610	962
15		12	300	2125.00	124.70	1475	12	2205	1555
16	Turn right easment	12	190	1381.90	131.00	726	12	1275	619
17		15	unknown	5576.40	131.70	4920	15	2036	1379
18		15	unknown	2034.70	194.90	1315	15	2036	1316
19		15	302	2034.70	194.90	1315	15	2043	1323
20		15	236	2458.30	213.10	1720	15	2458	1730
21		15	156	2465.30	220.60	1720	15	2529	1784
22		15	164	1993.10	221.00	1247	15	2094	1348
23	turn left N Bishop St	15	113	2486.10	234.40	1727	15	2507	1748
25	Lift station								-525
[redacted]									
30		12	102	2381.90	316.50	1540	12	3160	2319
31		12	392	2159.70	530.40	1104	12	2217	1162
32		12	121	4284.70	532.70	3227	12	4447	3389
33		12	185	4791.70	533.50	3733	12	4811	3752
34		12	320	3263.90	535.10	2204	12	3242	2182
35	turn right Belvin St	12	563	2347.20	591.10	1231	12	2349	1232
36		12	232	2416.70	621.60	1270	12	2449	1303
37		12	27.5	1645.80	381.30	740	18	5258	4352
38	turn left easment	12	342	Hunter Road Purgatory Creek Wastewater Main			15	3000	

SAN MARCOS BAPTIST ACADEMY

April 27. 2015

Mr. Bryan Lee
Lazy Oaks Ranch, LP
303 Colorado, Suite 2300
Austin, Texas 78701

Re: La Cima Phase I Wastewater Improvements

Dear Mr. Lee:

In connection with La Cima's Phase I Wastewater Improvements, including upgrades to the pumps and the electrical system at the existing San Marcos Academy Lift Station, we understand that the engineers for La Cima and the City of San Marcos have concluded that these improvements to the Academy Lift Station will allow it to serve up to 850 LUEs. Over the next 5 years, the Academy does not anticipate needing any additional LUEs out of the improved Academy Lift Station in excess of the current maximum 150 LUEs available to the Academy, leaving the remaining 700 LUEs available for the La Cima development.

We look forward to seeing La Cima San Marcos continue to proceed towards opening.

Very truly yours,

Monty Lewis
Vice President for Business Affairs

2801 Ranch Road Twelve, San Marcos, Texas 78666
Phone 512-753-8014. Fax 512-753-8031

EXHIBIT B
DESCRIPTION OF PHASE 1 WATER AND WASTEWATER IMPROVEMENTS

Water Improvements

- These improvements consist of upgrading the City's existing water storage tank site located on the east side of RR 12 north of the San Marcos Academy entrance with a water pumping facility, installation of a 300,000-gallon elevated storage tank (to be oversized by City to 500,000-gallon), construction of approximately 2,700 linear feet of 12" water main from the water pumping facility to the on-site elevated storage tank. From there distribution lines serve the development including approximately 6,650 linear feet of 16" water main coming south from the elevated storage tank to Centerpoint Road and then south along Centerpoint Road to Central Park Loop. Two 12" waterlines connect to this transmission main – one extending approximately 1,000 linear feet north along Centerpoint Road to RR 12 and the other along Central Park Loop from Centerpoint Road approximately 3,700 linear feet to Residential Parcel 7.

- The initial water improvements include acquisition of approximately 2,000 linear feet of easements along RR 12 and through the San Marcos Academy for the water line extension and an approximate 0.5-acre fee simple acquisition for the water pump station facility located adjacent to the existing RR 12 water plant site.

Wastewater - Academy Lift Station System

- These improvements include upgrading the existing San Marcos Academy lift station to increase capacity and reliability, construction of a new on-site lift station, and installation of new wastewater gravity and force main piping. This system includes upgrades to pumps, the electrical system and associated site work at the existing San Marcos Academy Lift Station; construction of a new on-site lift station (the "Phase 1 Lift Station") near the southern boundary of Residential Parcel 2, installation of approximately 3,175 linear feet of 12" gravity wastewater piping, 4,000 linear feet of 8" and 12" service stubs to provide service to Residential Areas 1-4 and Non-Residential Areas 1-5; and approximately 4,000 linear feet of 4" force main.

Wastewater – Franklin Improvements

- To accommodate the additional flow through the Academy Lift Station and the new Phase 1 Lift Station, these improvements also include pump and electrical improvements at the Franklin Lift Station; upgrading approximately 1,400 feet of existing 8" gravity wastewater main in Craddock to 12"; upgrading approximately 900 linear feet of existing

10" gravity wastewater main in Craddock to 12". These improvements also include survey, design, permits and easements for upsizing of approximately 3,100 feet of existing 12" to 18" line at Purgatory Creek (the construction of which will be funded through an existing approved City Capital Improvement Project).

EXHIBIT "E"
FORM OF CERTIFICATION FOR PAYMENT
(Design – LaCima)

_____ ("**Construction Manager**") hereby requests payment for the percentage of design costs completed (the "**Design Costs**") described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the La Cima Public Improvement District Financing Agreement between Lazy Oaks Ranch, LP, a Texas Limited Partnership, and the Hays County (the "**County**"), dated as of _____ (the "**Finance Agreement**"). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the County as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The design work described in Attachment A has been completed in the percentages stated therein.

3. The true and correct Design Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

4. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

5. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the County to verify the Design Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO

FORM OF CERTIFICATION FOR PAYMENT

Date :_____

[Construction Manager Signature Block to be added]

APPROVAL BY THE COUNTY

The Design described in Attachment A has been reviewed, verified and approved by the County Construction Representative. Payment of the Design Costs are hereby approved.

Date: _____

HAYS COUNTY, TEXAS

By: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

Description of Design Work	Percentage of Design Work Completed under this Certification for Payment	Design Costs	Total Percentage of Design Work Completed

ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – receipts]

FORM OF CERTIFICATION FOR PAYMENT
(Construction – La Cima)

_____ (**"Construction Manager"**) hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the **"Draw Actual Costs"**). Capitalized undefined terms shall have the meanings ascribed thereto in the La Cima Public Improvement District Financing Agreement between Lazy Oaks Ranch, LP and the Hays County, Texas (the **"County"**), dated as of _____. In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the County as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

4. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the County to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO

FORM OF CERTIFICATION FOR PAYMENT

Date :_____ [Construction Manager Signature Block to Be inserted]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

_____

Project Engineer

APPROVAL BY THE COUNTY

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the County Construction Representative of the County. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

COUNTY OF HAYS, TEXAS

By: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

Segment	Description of Work Completed under this Certification for Payment	Draw Actual Costs

ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts – attached]

Exhibit "F"

Neighborhood Public Improvements

[To be provided prior to prior to or simultaneously with issuance of Neighborhood Public Imrpovement PID Bonds.]

Exhibit "G"

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for Lazy Oaks Ranch, L.P. (the "**Owner**") and requests payment from the Costs of Issuance Account of the Project Fund (as defined in the La Cima Public Improvement District Financing Agreement) from _____ (the "**Trustee**") in the amount of _____ ($_____) to be transferred from the Cost of Issuance Account of the Project Fund upon the delivery of the [Master Bonds] for costs incurred in the establishment, administration, and operation of the La Cima Public Improvement District (the "**District**"), as follows.

In connection to the above referenced payment, the Owner represents and warrants to the County as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the County.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Owner with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: $_____

4. The Owner is in compliance with the terms and provisions of the La Cima Public Improvement District Financing Agreement, the Indenture and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and [the Acquisition and Reimbursement Agreement for _____] for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the County in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the County to complete its review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

LAZY OAKS RANCH, LP., a Texas limited partnership

By: Lazy Oaks GP, LLC, a Texas limited liability company,
Its general partner

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY COUNTY

The County is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the County approves the Closing Disbursement Request and shall include said payments in the County Certificate submitted to the Trustee directing payments to be made from Costs Issuance Account upon delivery of the Bonds.

HAYS COUNTY, TEXAS

By: _____
Name: _____
Title: _____

Exhibit "H"

ACQUISITION AND REIMBURSEMENT AGREEMENT

LA CIMA PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT

This La Cima Public Improvement District Reimbursement Agreement (this "Reimbursement Agreement") is executed between Hays County, Texas ("County") and Lazy Oaks Ranch, LP, a Texas limited partnership (including its Designated Successors and Assigns, the "Owner") to be effective _____, 20__ (each individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, on September 23, 2014, the Court passed and approved Resolution No. ___ (the "Creation Resolution") authorizing the creation of the La Cima Public Improvement District (the "District") covering approximately 2,046 acres of land described by a map thereof in the Creation Resolution (the "District Property"); and

WHEREAS, on _____, 2015, the Hays County Commissioner's Court (the "Court") approved that certain La Cima Public Improvement District Financing Agreement by and between the Owner and County (the "PID Finance Agreement");

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "Act") that promote the interests of the County and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in phases and the Owner intends to construct certain Public Improvements over time to serve District Property (or portions thereof); and

WHEREAS, Special Assessments have been levied against the Assessed Property within the District for the construction of the Major Public Improvements in accordance with the La Cima Public Improvement District Service and Assessment Plan (as the same may be amended or updated from time to time, the "SAP") which was originally approved by the Court on _____, 2015 under Order No. ____ and which the most recent amendment thereto is being approved simultaneously herewith;

WHEREAS, Owner is ready to commence the design and/or construction of the [Phase #1] Neighborhood Public Improvements (herein so called) which are more particularly described in the SAP and on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the SAP Consultant recommended a Special Assessment be levied against the property within Neighborhood Improvement Area [Phase #1] in the amount of $_____ (the "Total [Phase #1] Special Assessment"); and

WHEREAS, the SAP recommended that [each of the ____' Lots within Neighborhood Improvement Area [Phase #1] be assessed $_____, each of the ____' Lots within Neighborhood Improvement Area [Phase #1] be assessed $_____ and each of the ____' Lots within Neighborhood Improvement Area [Phase #1] be assessed $_____]; and

WHEREAS, on even date herewith, the Court passed and approved Order No. _____ which, among other things, approved an amendment to the SAP and levied a Special Assessment against Assessed Property within the Neighborhood Improvement Area [Phase #1] in the amount stated above (" [Phase # 1] NIA Special Assessment"); and

WHEREAS, *[ADD STATEMENT REGARDING WHETHER PHASE #1 NIBS WILL PAY OFF EXISTING SPECIAL ASSESSMENTS LEVIED ON Neighborhood Improvement Area [Phase #1] FOR THE MASTER PUBLIC IMPROVEMENTS OR IF EXISTING SPECIAL ASSESSMENTS WILL REMAIN];* and

WHEREAS, all revenue received and collected by the County from the [Phase # 1] NIA Special Assessment (excluding any reasonable collection and/or administrative costs, the "[Phase # 1] NIA Special Assessment Revenue") shall be deposited into an account held by the County that is segregated from all other funds of the County and used solely for the purposes set forth herein (the "[Phase #1] NIA Project Fund"); and

WHEREAS, the Parties intend that the Periodic Repayment Amount (defined below) shall be reimbursed to Owner from (i) the [Phase #1] NIA Project Fund (ii) the net proceeds of Neighborhood Improvement PID Bonds issued by the County and secured by the [Phase #1] NIA Project Fund (the "[Phase #1] NIBs") and/or (iii) the net proceeds of Additional Neighborhood Improvement PID Bonds issued by the County and secured by the [Phase #1] NIA Project Fund (the "[Phase #1] ANIBs"); and

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to them in the PID Finance Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Project Fund. The County shall cause the [Phase #1] NIA Special Assessment Revenue to be deposited into the [Phase #1] NIA Project Fund.

3. Periodic Repayment Amount. Subject to the terms, conditions, and requirements contained herein, the County agrees to reimburse the Owner, and the Owner shall be entitled to receive from the County, the amount equal to the Actual Cost of the [Phase #1] Neighborhood Public Improvements (the "Periodic Repayment Amount") plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until _____, 20____ (the "Maturity Date"); provided, however, the Periodic Repayment Amount shall not exceed $_____. The Periodic Repayment Amount shall be payable to the Owner solely from: (i) the [Phase #1] NIA Special Assessment Revenues deposited in the [Phase #1] NIA Project Fund; (ii) the net proceeds (after payment of costs of issuance) of the [Phase #1] NIBs issued by the County and secured by the [Phase #1] NIA Special Assessment Revenues; or (iii) the net proceeds (after payment of costs of issuance) of the [Phase #1] ANIBs issued

by the County and secured by the [Phase #1] NIA Assessment Revenues; or (iv) a combination of items (i), (ii) and (iii). The Periodic Repayment Amount is authorized by the Act, was approved by the Court, and represents the total costs to be assessed against the Assessed Property within the Neighborhood Improvement Area [Phase #1] for the [Phase #1] Neighborhood Public Improvements which, upon completion, will be dedicated in fee and accepted by the County or City, as applicable pursuant to the terms of the PID Finance Agreement. The unpaid Periodic Repayment Amount shall bear simple interest per annum at the rate of (x) ____ % for years one through five and (y) ____% for years six through the Maturity Date or until [Phase #1] NIBs and/or [Phase #1] ANIBs are sold, if ever. If any portion of the Periodic Repayment Amount remains unpaid after the County has elected to sell Phase #1 NIBs the interest rate paid to the Owner shall be the same as the interest rate on the Phase #1 NIBs; provided, however, that such rate shall not exceed _____%. The interest rate has been approved by the Court and complies with the Act.

4. Unpaid Balance. The Periodic Repayment Amount, plus interest as described above (collectively, the "Unpaid Balance"), is payable to the Owner and secured under this Reimbursement Agreement solely as described herein. No other County funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at the Maturity Date. The County acknowledges and agrees that until the Unpaid Balance is paid in full, the obligation of the County to use the [Phase #1] NIA Project Fund to pay the Unpaid Balance to Owner is absolute and unconditional and that the County does not have, and will not assert, any defenses to such obligation.

5. County Collection Efforts. The County will use all reasonable efforts to receive and collect [Phase #1] NIA Special Assessment Revenue concurrently with the collection of County ad valorem taxes (including the foreclosure of liens resulting from the nonpayment of the Special Assessments created by the Major Improvement PID Bonds and Additional Major Improvement PID Bonds, the [Phase #1] NIA Special Assessments or other charges due and owing under the SAP), and upon receipt and collection, immediately deposit the same into the [Phase #1] NIA Project Fund. Notwithstanding its collection efforts, if the County fails to receive all or any part of the [Phase #1] NIA Special Assessments, such failure and inability shall not constitute default by the County under this Reimbursement Agreement. This Reimbursement Agreement and/or any of the [Phase #1] NIBs and [Phase #1] ANIBs shall never give rise to or create:

    a. a charge against the general credit or taxing powers of the County or any other taxing unit; or

    b. a debt or other obligation of the County payable from any source of revenue, taxes, income, or properties of the County other than from the [Phase #1] NIA

Special Assessments or from the net proceeds of the [Phase #1] NIBs and [Phase #1] ANIBs.

6. Process for Payment of the Periodic Repayment Amount. After completion of construction of the [Phase #1] Neighborhood Public Improvements, Owner may submit (but not more frequently than monthly) to the County a written request for payment from the [Phase #1] NIA Project Fund in the form attached hereto as Schedule 1 (each a "Payment Request") to disburse a portion of the Periodic Repayment Amount to pay for the cost of constructing the applicable [Phase #1] Neighborhood Public Improvements. Each Payment Request shall designate the [Phase #1] Neighborhood Public Improvements (or portion thereof) to which the Payment Request pertains. This process will continue until the Unpaid Balance is paid in full, whether through the issuance of [Phase #1] Major Improvement PID Bonds and/or the issuance of [Phase #1] Additional Major Improvement PID Bonds or not.

7. Issuance of Neighborhood Improvement PID Bonds. Upon completion of the [Phase #1] Neighborhood Public Improvements and Owner's compliance with the applicable Future Bond Test, the County intends to issue [Phase #1] NIBs to reimburse the Developer for the Unpaid Balance. If the [Phase #1] NIBs are not sufficient to fully reimbursement the Developer for the Unpaid Balance, then, in addition to receiving the net proceeds of the [Phase #1] NIBs, the Owner may continue to receive the Periodic Repayment Amounts. Furthermore, if the Owner has still not received the entire Unpaid Balance after the foregoing actions, then, so long as the applicable Additional Bond Test is satisfied, the County intends to issue [Phase #1] ANIBs to reimburse Owner for the Unpaid Balance. In the case where [Phase #1] NIBs do not cover the entire Unpaid Balance, then [Phase #1] NIB Special Assessment Revenues shall first be used to service the [Phase #1] NIBs and then to reimburse Owner for the Unpaid Balance. The Parties acknowledge that the approval of the issuance of any [Phase #1] NIBs or any [Phase #1] ANIBs by the Court is a governmental function within the Court's sole discretion.

8. Termination. Once all payments paid to the Owner under this Reimbursement Agreement (including net proceeds of the [Phase #1] NIBs and [Phase #1] ANIBs) equal the Unpaid Balance, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, after application of the net proceeds of any [Phase #1] NIBs and [Phase #1] ANIBs, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further that if any [Phase #1] NIA Assessment Revenue remain due and payable and are uncollected on the Maturity Date, such [Phase #1] NIA Assessment Revenue, when, as, and if collected after the Maturity

Date, shall be applied to any amounts due in connection with outstanding [Phase #1] NIBs and [Phase #1] ANIBs, and then paid to the Owner and applied to the Unpaid Balance.

9. Non-Recourse Obligation. The obligations of the County under this Reimbursement Agreement are non-recourse and payable only from (i) [Phase #1] NIA Special Assessments, or (ii) net proceeds of [Phase #1] NIBs and [Phase #1] ANIBs; and such obligations do not create a debt or other obligation payable from any other County revenues, taxes, income, or property. None of the County or any of its elected or appointed officials or any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement.

10. No Defense. Following the County's inspection and approval of the [Phase #1] Neighborhood Public Improvements, there will be no conditions or defenses to the obligation of the County to use the proceeds of any [Phase #1] NIBs or [Phase #1] ANIBs to pay the Unpaid Balance and to pledge the [Phase #1] NIA Special Assessment Revenues as security for such bonds, other than the County's right to pay costs of issuance of such bonds and/or other costs incurred by the County relating to the [Phase #1] Neighborhood Public Improvements. As applicable, the County hereby agrees to transfer such portion of the [Phase #1] NIB Special Assessment Revenues to the Trustee under the applicable Indenture.

11. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the County of any remedy the County may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the [Phase #1] Neighborhood Public Improvements.

12. Amendment for [Phase #1] ANIBs. If [Phase #1] ANIBs are issued in the future, the Owner and County hereby agree to amend this Reimbursement Agreement (if required or reasonably necessary) to adjust defined terms and/or other applicable provisions; and

13. Governing Law Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Hays County, Texas.

14. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national

company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

County:	Hays County Commissioners Court 111 E San Antonio St San Marcos, TX 78666 Facsimile: 512.393.2248
With a copy to:	Hays County General Counsel Attn: Mark Kennedy 111 E San Antonio St San Marcos, TX 78666 Facsimile: 512.393.2248
	Andrews Kurth LLP Attn: Julie Houston 111 Congress Avenue, Suite 1700 Austin, Texas 78701
If to Owner:	Lazy Oaks Ranch, LP Attn: Bryan Lee 303 Colorado, Suite 2300 Austin, TX 78701 Facsimile: 512.457.8008
With a copy to:	Metcalfe Wolff Stuart & Williams, LLP Attn: Steven C. Metcalfe 221 W. 6th, Suite 1300 Austin, Texas 78701 Facsimile: 512.404.2244

15. Invalid Provisions. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

16. Exclusive Rights of Owner. Owner's right, title and interest into the payments of Periodic Repayment Amounts, as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Unpaid Balance to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 17 hereof, Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or

any portion of Owner's right, title, or interest under this Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its Unpaid Balance (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County. The County may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

17. Assignment.

a. Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the Property from time to time to any third party. Owner shall provide the County thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned.

b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

d. "Designated Successors and Assigns" shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Reimbursement Agreement pursuant to Section 16; (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

18. Failure; Default; Remedies.

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall

have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

b. If the Owner is in Default, the County's sole and exclusive remedy shall be to seek specific enforcement of this Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the County to use the net proceeds of [Phase #1] NIBs and [Phase #1] ANIBs as provided in Sections 6 and 7 of this Reimbursement Agreement; or (2) entitle the County to terminate this Reimbursement Agreement.

c. If the County is in Default, the Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the County; or (2) seek specific enforcement of this Reimbursement Agreement.

19. Miscellaneous.

a. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

b. The County does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Reimbursement Agreement.

c. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the County and the Owner any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the County and the Owner.

d. This Reimbursement Agreement may be amended only by written agreement of the Parties.

e. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of _____, 20__, to be effective as of the date written on the first page of this Reimbursement Agreement.

Hays County, Texas

By: _____
Name: _____
Title: _____

LAZY OAKS RANCH, LP., a Texas limited partnership

By: Lazy Oaks GP, LLC, a Texas limited liability company,
Its general partner

By: _____
Name: _____
Title: _____

Schedule 1
Form of Payment Request

[See Attached]

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding La Cima Public Improvement District. Possible action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

More information will be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Scott Raven	SHELL	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Countywide Operations. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 12, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

Summary to be provided in Executive Session.