

**Commissioners Court -February 3, 2009
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **3RD day of February, 2009**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:

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

PRESENTATIONS & PROCLAMATIONS

1	1	Election Department presentation to the court by Joyce Cowan. SUMTER
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PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	2	Approve payments of county invoices. HERZOG
3	3-8	Approve Commissioner Court Minutes of January 27, 2009. SUMTER/FRITSCHÉ
4	9-33	Authorize County Judge to execute contract with MRB Group for architectural services for office space for the RPTP per RFQ #2008-P17. SUMTER/BORCHERDING
5	34-38	Approve Utility Permits. SUMTER
6	39-41	Approve purchase of a Date/Time Stamp for the County Clerk's Office and amend the budget accordingly. SUMTER/FRITSCHÉ

ACTION ITEMS

ROADS

7	42-43	Hold a public hearing to establish traffic regulations on Old Black Colony Road, CR 147. BARTON/BORCHERDING
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SUBDIVISIONS

8	44-45	08-3-53 Pinnacle Ridge Estates, Replat of Lot 4 & 5; Consider waiver of preliminary plan and public hearing; accept final plat. CONLEY/GARZA
9	46-47	09-3-1 Big Sky Ranch, an Amended Plat of Lot 1 and Lot 25; Discussion and possible action to accept plat amendment. CONLEY/GARZA
10	48-50	08-3-66 Burnett Ranch Section 1A Tract 3 Consider approval of the conveyance of a portion of Tract 3 via a metes and bounds description without revision of the plat, pursuant to Section 232.010 of the Texas Local Government Code. CONLEY/GARZA
11	51-53	08-4-02 Dripping Springs Ranch, Replat of Lot 1A, a re-subdivision of tracts 1 and 2; Consider approval of preliminary plan and call for public hearing on March 3, 2009. FORD/GARZA

MISCELLANEOUS

12	54-77	Discussion and possible action to authorize the County Judge to execute the Supplemental Agreement with Prime Strategies. SUMTER
13	78-73	Discussion and possible action to authorize payroll deduction for the United Way fundraising campaign. CONLEY
14	80-87	Discussion and possible action to execute resolution authorizing certain individuals as signatories for contract documents associated with the Office of Rural Community Affairs, Texas Community Development Block Grant Program award for the Cedar Oak Mesa Water System Improvement Project. CONLEY/HAUFF
15	88-109	Discussion and possible action to approve the request for refund of taxes paid. SUMTER/CARAWAY
16	110	Discussion and possible action to award the engineering design services contract for FM 110/San Marcos Loop to KBR (Kellogg Brown & Root) and authorize Commissioner Ingalsbe to negotiate a fee proposal. INGALSBE
17	111-114	Discussion and possible action to establish county policies and procedures related to publications of notice by Hays County. INGALSBE
18	115	Discussion and possible action to approve monthly travel allowance, phone allowance, and purchase of a chair for the new position of Senior Planner and amend the budget accordingly. SUMTER/BORCHERDING
19	116-117	Discussion and possible action to approve offering and paying a salary within the posted pay range for the Senior Planner and Nurse Practitioner positions. SUMTER/BAEN
20	118	Discussion and possible action to form a committee(s) to review and recommend a ROW agent and Utility Relocation agent to Commissioners Court. SUMTER
21	119-124	Discussion and possible action to authorize the County Judge to execute a General Release with MetLife. SUMTER
22	125	Discussion and possible action regarding an appointment to fill the Justice of Peace, Precinct 5 vacancy. BARTON
23	126	Discussion and possible action to determine our course of action to finalize proposed Hays County Development Regulations with regarding to pending decisions and schedule for final approval. FORD
24	127-130	Discussion and possible action regarding the 9/30/08 court approved contract amendment with the Trust for Public Land (TPL) for the services of Sandra Tassell in light of the 1-27-09 discussion of CPAT direction. FORD
25	131-132	Discussion and possible action regarding an RFP for the purchase or lease of land and/or buildings for a Precinct Two Office. BARTON
26	133-140	Discussion and possible action to authorize the County Judge to execute agreement with Land Design Partners to increase the contract in the amount of \$59,150 for additional services related to Phase II design/construction of the Five Mile Dam Park Project. INGALSBE/HAUFF
27	141-144	Discussion and possible action to authorize the County Judge to execute agreement with Land Design Partners to increase the contract in the amount of \$13,250 for additional services related to Phase I design/construction of the Five Mile Dam Park Project. INGALSBE/HAUFF
28	145-160	Discussion and possible action to allow Pct 4 Commissioner to enter into negotiations with landscape materials supplier and installer for Pct 4 building in an amount not to exceed \$12,000. FORD
29	161-163	Discussion and possible action to authorize the purchase of a laptop/printer for Human Resources totaling \$2,350 and amend the budget accordingly. SUMTER/BAEN

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.

30	164	Executive Session pursuant to Section 551.074, Texas Government Code to discuss, deliberate and conduct the performance evaluation of the Interim Director of Personal Health. Action may follow in open court. INGALSBE/BARTON
31	165	Executive Session pursuant to Section 551.071 of the Texas Government Code, Consultation with Counsel regarding litigation and/or contemplated litigation related to Interlocal Agreements for the regulation of subdivisions in Extra-Territorial Jurisdictions located in Hays County. Action may follow in open Court. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 30th day of January, 2009.

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Election Department presentation to the court by Joyce Cowan.

CHECK ONE: ☐ **CONSENT** ☐ **ACTION** ☐ **EXECUTIVE SESSION**
☐ **WORKSHOP** ☐ **PROCLAMATION** ☒ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Cowan

SPONSORED BY: SUMTER

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Approve payment of county invoices.

CHECK ONE: ☒ **CONSENT** ☐ **ACTION** ☐ **EXECUTIVE SESSION**
 ☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: 2/3/09

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office *BA*

SPONSORED BY: Bill Herzog

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF JANUARY 27, 2009

CHECK ONE: **X CONSENT** ☐ **ACTION** ☐ **EXECUTIVE SESSION**
 ☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: FEBRUARY 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



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JANUARY 27, 2009

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 27TH DAY OF JANUARY A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
JEFFERSON W. BARTON	COMMISSIONER, PCT. 2
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCHKE	COUNTY CLERK

WITH COMMISSIONER PCT. 3 WILL CONLEY BEING ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Tim Darnell of Hill Country Church gave the invocation and Commissioner Ford led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

HUMAN RESOURCE DEPARTMENT PRESENTATION TO THE COURT BY DEE DEE BAEN
Human Resources Director Dee Dee Baen gave a powerpoint presentation regarding the HR department mission, goals and staff experience.

25865 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve payments of county invoices in the amount of \$813,438.91 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED.

25866 APPROVE COMMISSIONER COURT MINUTES OF JANUARY 15TH & 20TH, 2009

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Commissioner Court Minutes of January 15 & 20, 2009 as presented by the County Clerk. All present voting "Aye". MOTION PASSED.

25867 APPROVE RE-APPOINTMENTS OF F.H. "BUDDY" MARTIN AND SHARON O'BREIN TO THE HAYS COUNTY ESD #3 FOR ADDITIONAL TWO YEAR TERMS

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve re-appointments of F.H. "Buddy" Martin and Sharon O'Brein to the Hays County ESD #3 for additional two year terms. All present voting "Aye". MOTION PASSED.

25868 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AGREEMENT WITH HEJL, LEE & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CEDAR OAKS MESA WATER SYSTEM IMPROVEMENT PROJECT

A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize the County Judge to execute a contract agreement with Hejl, Lee & Associates Inc. for professional engineering services for the Cedar Oaks Mesa Water System Improvement Project. All present voting "Aye". MOTION PASSED.

25869 APPROVE RE-APPOINTMENTS OF KEN DOWNING, RON SPANGENBERG AND EDDIE GUMBERT TO ESD #4

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve re-appointments of Ken Downing, Ron Spangenberg and Eddie Gumbert to ESD #4. All present voting "Aye". MOTION PASSED.

25870 APPROVE UTILITY PERMITS

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve utility permit # 02001 on Jerrys Lane issued to PEC Inc and permit #02002 on Old Black Colony Road issued to PEC Inc. All present voting "Aye". MOTION PASSED.



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25871 AUTHORIZE COMMERCIAL OSSF PERMIT FOR STEVE HARPER FOR AN AUTOMOTIVE TOWING BUSINESS LOCATED AT 141 S. CANYONWOOD, DRIPPING SPRINGS, IN PRECINCT 4

A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize Commercial OSSF Permit for Steve Harper for an automotive towing business located at 141 S. Canyonwood, Dripping Springs, in Precinct 4. All present voting "Aye". MOTION PASSED.

25872 APPROVE BUDGET AMENDMENT #09-04

Budgets being amended: Sheriff's Dept. = \$1,000 donation from Wal-Mart for SWAT program, Commissioner Pct. 4 \$600 transfer from special projects to office equipment line item for new Pct. 4 building art work. A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Budget Amendment #09-04 as proposed by the County Auditor. All present voting "Aye". MOTION PASSED.

25873 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR A WATER/WASTEWATER REGIONAL FACILITY PLANNING STUDY RELATED TO THE GRANT FROM THE TEXAS WATER DEVELOPMENT BOARD FOR THIS PURPOSE [T1-272]

Special Counsel Mark Kennedy spoke of changes that were made in the agreement. A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize the County Judge to execute a Professional Services Agreement with HDR Engineering, Inc. for a Water/Wastewater Regional Facility Planning Study related to the grant from the Texas Water Development Board for this purpose. All present voting "Aye". MOTION PASSED.

25874 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AGREEMENT WITH ZARA ENVIRONMENTAL LLC FOR A KARST STUDY RELATED TO THE SECTION 6 GRANT FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT [T1-313]

Special Counsel Mark Kennedy spoke of changes that were made in the agreement. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a contract agreement with Zara Environmental LLC for a karst study related to the Section 6 Grant from the Texas Parks and Wildlife Department. All present voting "Aye". MOTION PASSED

25875 APPROVE THE PURCHASE OF FOUR SPEED CUSHIONS FROM CENTERLINE SUPPLY FOR THE ROAD DEPARTMENT FOR TRAFFIC CALMING MEASURES ON COUNTY ROADS IN THE AMOUNT OF \$5,250.00 [T1-367]

RPTD Director Jerry Borcharding spoke of intended use on County Road 266. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve the purchase of four speed cushions from Centerline Supply for the Road Department for traffic calming measures on County roads in the amount of \$5,250.00. All present voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item # 12 RE: [08-3-77 - 1 lot] BURNETT RANCH SECTION 1 TRACT 3 - APPROVE THE CONVEYANCE OF A PORTION OF TRACT 3 VIA A METES AND BOUNDS DESCRIPTION WITHOUT REVISION OF THE PLAT, PURSUANT TO SECTION 232.010 OF THE TEXAS LOCAL GOVERNMENT CODE was PULLED.

25876 ACCEPT ANNUAL RACIAL PROFILE REPORT FROM CONSTABLE PRECINCT 3

[T1-418] Constable Pct. 3 Darrell Ayres presented his annual Racial Profile Report. A motion was made by Commissioner Ford, seconded by Judge Sumter to accept the annual racial profile report from Constable Precinct 3. All present voting "Aye". MOTION PASSED

25877 ACCEPT EVIDENCE OF COMPLIANCE WITH LOCAL GOVERNMENT CODE 86.0021 FROM CONSTABLE PRECINCT 3

Constable Darrell Ayres spoke of requirement to provide evidence that he has been issued a Permanent Peace Officer License. A motion was made by Commissioner Ford, seconded by Commissioner Barton to accept evidence of compliance with Local Government Code 86.0021 from Constable Precinct 3. All present voting "Aye". MOTION PASSED.


DISCUSSION REGARDING DIRECTION FOR HAYS COUNTY'S RECYCLING PROGRAM [T1-565]

Recycling/Parks Director Jerry Pinnix provided recycling figures for 2008 – the recycling market has taken a downturn. He recommends continuing with recycling and stockpiling until the market changes. Discussion was had regarding need for a location for recycling in Precinct 2.

25878 APPROVE A \$2,000.00 LOCAL CONTRIBUTION TO CAMPO'S FY2009 STP MM PROGRAMS AND PROJECTS [T1-1069]

Programs & Projects: Air Quality Emissions Analysis, Air Quality Education, Outreach and Voluntary Emissions Reduction Program, Commute Solutions, Digital Aerial Photographs, Modeling Best Practices, Model Improvements, and Public Outreach Program. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve a \$2,000.00 local contribution to CAMPO's FY2009 STP MM programs and projects from contingency funds. All present voting "Aye". MOTION PASSED

25879 APPOINT A "SMALL CITY" REPRESENTATIVE AND AN ALTERNATE TO CAMPO

[T1-1185] Judge Sumter spoke of input received from various cities throughout the county. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to appoint Kyle Mayor Mike Gonzalez as a "Small City" representative and Village of Wimberley Mayor Pro-tem/Council Member Bob Flocke as Alternate to CAMPO for a one year term (to expire December 31, 2009) and for the court to consider thereafter a term of two years. All present voting "Aye". MOTION PASSED

25880 AUTHORIZE FUNDING FOR ADDITIONAL APPLICANTS UNDER THE COUNTY COMMUNITY AND SOCIAL SERVICE AGENCY GRANT PROGRAM [T1-1253]

During an August 8, 2008 workshop, the Commissioners Court reviewed and allocated funding to Community and Social Service agencies based upon a formal application process for funding. Two additional agencies have recently requested funds through the grant application process set up for this program. A portion of the funds made available through the program was reserved during the budget process. A committee was established to review the initial applications and provide recommendations to the Court. Grants Administrator Jeff Hauff gave recommendations by the committee: \$5,000 for Big Brothers/Big Sisters and \$5,000 for PALS (Prevent a Litter). Discussion was had regarding the process and need for more information. Commissioner Ford suggested allocating \$2500 to each of these organizations and encourage them to come back for additional funds later in the year. Court will put out a call for other interested organizations. A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize funding in the amount of \$2,500 each for additional applicants Big Brothers/Big Sisters and PALS under the county community and social service agency grant program. All present voting "Aye". MOTION PASSED

25881 APPOINT GRANT SIBLEY TO THE HAYS COUNTY ESD #3 TO REPLACE OUTGOING MEMBER-AT-LARGE DOYLE KRUMREY [T1-1893]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to appoint Grant Sibley to the Hays County ESD #3 to replace outgoing member-at-large Doyle Krumrey. All present voting "Aye". MOTION PASSED

25882 RE-INSTATE THE CONTRACT WITH LAN AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 FOR CONTRACT ENGINEERING SERVICES WITH LAN FOR SH 21 [T1-1900]

Commissioner Ingalsbe spoke of additional services that were not in the original contract. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to re-instate the contract with LAN and authorize the County Judge to execute supplemental Agreement No. 1 for contract engineering services with LAN for SH 21. All present voting "Aye". MOTION PASSED

25883 AUTHORIZE THE COUNTY JUDGE TO EXECUTE WORK AUTHORIZATIONS #2 AND #3 WITH LAN FOR ENGINEERING SERVICES FOR SH 21 [T1-2053]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to execute work authorizations #2 and #3 with LAN for engineering services for SH 21. All present voting "Aye". MOTION PASSED



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PRESENTATION AND REVIEW OF THE CITIZENS PARKS ADVISORY TEAM CHARGE AND FUTURE DIRECTION [T1-2070]

Grants Administrator Jeff Hauff gave a brief history of CPAT. On May 12, 2007 voters approved the issuance of \$30,000,000 of tax bonds for parks, natural areas, open space, and related projects, and the preservation of water quality, aquifer recharge areas, and wildlife habitat. A Citizens Parks Advisory Team (CPAT) was created and bylaws were approved on August 28, 2007. A Parks & Open Space Master Plan was developed and adopted on July 20, 2006. Project selection criteria were established and total funding commitments to date is \$21,156,836. He spoke of definition of "Open Space" – he feels like there is a variety of different projects out there now. Jeff Hauff spoke of current issues and direction that needs to be addressed. Several members of CPAT spoke. Suggested agenda item for the next CPAT meeting is to discuss development and delivery of items that were project priorities in June (recreation, endangered species habitat, or "landmark" project) and possibly reducing the number of members on CPAT. Commissioner Ford suggested looking at the current Master Plan.

25884 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #2 TO THE CONTRACT WITH WESTAR CONSTRUCTION, INC. FOR THE FIVE MILE DAM PROJECT, IN THE AMOUNT OF \$283,100.00 [T2-370]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to execute change order #2 to the contract with Westar Construction Inc. for the Five Mile Dam project, in the amount of \$283,100.00. All present voting "Aye". MOTION PASSED

25885 AUTHORIZE THE COUNTY JUDGE TO EXECUTE UTILITY EASEMENT DOCUMENTS AND PROVIDE PAYMENT TO PEDERNALES ELECTRIC COOPERATIVE (PEC), IN THE AMOUNT OF \$7,035.75, FOR THE INSTALLATION OF UNDERGROUND ELECTRICAL SERVICE AT FIVE MILE DAM PARK [T2-399]

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to authorize the County Judge to execute utility easement documents and provide payment to Pedernales Electric Cooperative (PEC), in the amount of \$7,035.75, for the installation of underground electrical service at Five Mile Dam Park. All present voting "Aye". MOTION PASSED

HAYS HISTORICAL COMMISSION PRESENTATION OF "JOURNEY TO CALIFORNIA" [T2-450]

Hays County Historical Commissioner Chair Kate Johnson spoke of their "Journey to California" and presented a video of the trip re-tracing Col. Jack C. Hays' journey from Hays County to San Francisco California where he became the first Sheriff and eventually became Surveyor General for the State of California.

PRESENTATION FROM GRANT JACKSON/NAISMITH ENGINEERING ON PROPOSED DEVELOPMENT REGULATIONS, INCLUDING (1) DISCUSSION ON CONSULTANT'S RESPONSES TO PUBLIC COMMENT AND (2) ECONOMIC CONSIDERATIONS SPECIFIC TO THE CHARRETTE EXERCISE [T2-1166]

Grant Jackson of Naismith Engineering spoke of changes made since July 2008. Grant Jackson spoke of consultants' responses to public comment and of economic considerations specific to the Charrette exercise. There was also talk of the water availability and ground withdrawal. Court agreed to continue discussion on this item next week.

25886 APPOINT A MEMBER TO SERVE ON THE BOARD OF DIRECTORS ON THE PLUM CREEK CONSERVATION DISTRICT [T3-2097]

A motion was made by Commissioner Barton seconded by Commissioner Ingalsbe to appoint James Holt to serve on the Board of Directors on the Plum Creek Conservation District for a four year term. All present voting "Aye". MOTION PASSED

DISCUSSION REGARDING AN APPOINTMENT TO FILL A VACANCY FOR JUSTICE OF THE PEACE, PRECINCT 5 [T3-2120]

Commissioner Barton spoke of a short list of 10 candidates being considered. From that list there are four (4) possible candidates: Rick Norton, Connie Freeman, Scott Cary and Janette Sheldon. By next week the committee should come back with a recommendation.



Court was adjourned.

I, LINDA C. FRITSCHER, 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 JANUARY 27, 2009.



LINDA C. FRITSCHER, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS

Agenda Item Request Form

Hays County Commissioners' Court

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no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Authorize County Judge to execute contract with MRB Group for the architectural services for the additional office space for the Road Department per RFQ #2008-P17.

CHECK ONE: ☒ **CONSENT** ☐ **ACTION** ☐ **EXECUTIVE SESSION**
☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: February 3 , 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Borcharding

SPONSORED BY: SUMTER

SUMMARY: (See attached) Jerry Borcharding has reviewed the contract. Selection of MRB Group was approved by the Commissioners Court on November 18, 2008 after review and evaluation of proposals.

January 12, 2009

Cindy Maiorka
Hays County Purchasing Office
111 E. San Antonio St., Ste. 101
San Marcos, Texas 78666

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
DESIGN SERVICES – PHASE I
RPTP FACILITY ADDITION**

Dear Ms. Maiorka:

We are pleased to submit our proposal for the preliminary architectural programming, geotechnical report, site survey and preliminary engineering report to develop a concept plan for proposed additions at the RPTP facility on Yarrington Road.

I. Background

It is our understanding that the County anticipates providing office space for the following departments:

- Environmental Health
- Geographic Information Systems

II. Scope of Services and Compensation

Our team of professionals is prepared to perform the following scope of work to develop a schematic plan and preliminary engineering report with project budget for the County's consideration on moving forward with the final design and construction of this project.

The team selected for this project includes:

MRB Group, PC (Project Management, Design Coordination & Report)
James R. Gresens - Principal
Carl L. Schoenthal – Project Manager
Jeffrey M. Loson, AIA – Senior Architect
Thomas Fromberger, PE – Civil Engineer II

David Rothenberg, AIA – Architect
 HVJ Associates, Inc. (Geotechnical Engineer)
 Jason Schwarz, PE
 Vickrey & Associates (Survey)
 Robert Anguiano
 Encotech Engineering, Inc. (Structural & MEP Engineer)
 Ali Khataw – Principal

A. Architectural Programming

Meet with County Agencies to determine space needs and provide one schematic layout for building additions and modifications, site layout and utilities.

1. Architectural Programming
2. Schematic Site and Building Layout
3. Rendering

Subtotal of A, Items 1-3.....\$18,600.00

B. Program Management, Budget & Schedule

Services performed by our construction management group shall include a schematic project construction budget, including a proposed CM approach to the construction phase, including bid packages and anticipated construction schedule.

1. Project Construction Management and Design Coordination
2. Procurement Schedule
3. Construction Budget

Subtotal of B, Items 1-3.....\$8,414.00

C. Geotechnical Engineering Report

Coordination of work by HVJ Associates, who shall perform three borings to 30 feet depth or refusal to identify soil considerations, recommendations for foundation design and

1. Field Investigation
2. Laboratory Testing
3. Geotechnical Engineering and Report

Subtotal of C, Items 1-3.....\$3,196.00

D. Site Survey

Coordinate work by Vickrey & Associates, who shall provide a site survey with topographic information to serve as the basis of our site planning; survey shall include the area from the existing facility to the southeast corner of the parcel.

1. Partial Boundary Survey
2. Partial Topographic Survey

Subtotal of D, Items 1-2.....\$6,926.00

E. Preliminary Engineering Report

1. Review of available electric and estimated upgrades if required
2. Review of proposed architectural program and develop performance requirements for proposed mechanical systems to serve the addition
3. Proposed structural systems (pre-engineered building)
4. Review of geotechnical report and as-builts to determine considerations for foundation design

Subtotal of E, Items 1-4.....\$23,326.00

Total Compensation.....\$60,462.00

III. Project Schedule

This phase of the project shall be completed within four weeks of authorization. The balance of the project shall be completed according to the schedule provided at the conclusion of this phase of the project. Upon receipt of this signed proposal, MRB Group will begin work on this project.

IV. Additional Services

The following items, not included in the above services can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

- A. Construction Documents
- B. Construction Administration & Management

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



Carl L. Schoenthal, PE
Project Manager

I:\630020\SOQs\Hays Co\Hays2.doc

Enclosures:

Standard Terms & Conditions
Target Project Schedule
Standard Hourly Rate Schedule (2009)
Project Staffing Budget
Proposal from HVJ
Proposal from Vickrey
Proposal from Encotech

c: Janice Weber – Hays County RPTP

PROPOSAL ACCEPTED FOR THE COUNTY OF HAYS BY:

Signature

Title

Date

MRB GROUP, P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with seven days written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data, are to remain the property of the P.S.O. The client may, at his expense retain the reproducible copies of drawings and copies of other documents.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

MIR

SCHEDULE

**Facility Addition
in Marcos, TX**

Phase I - Sc

Contract Negotia

Finalize Con
Notice to Pro

Architectural Pro

Programmin
Concept Pla
County Revi
Finalize Con

Engineering Rep

Geotech Stu
Survey
Engineering
Construction
Construction
Procurement
County Acce

Phase II - De

Oct Nov Dec

Construction Doc

Finalize Des
Final Permit
Finalize Bid

Procurement Pha

Receive Bid
Negotiate Co

Construction Pha

Clearing / R
Foundations
Building Ere
Finish Carpe
Paving / Cor
Close-out

Standard Hourly Rate Schedule 2009

<u>CATEGORY</u>	<u>RATE</u>
Principal Engineer.....	\$144.00
Team Leader/Project Manager.....	\$126.00
Sr. Civil Engineer.....	\$126.00
Civil Engineer Level II.....	\$96.00
Civil Engineer Level I.....	\$86.00
Intern Engineer.....	\$54.00
Sr. Design Technician.....	\$86.00
Senior Architect.....	\$126.00
Architect.....	\$114.00
Junior Architect.....	\$80.00
Design Technician.....	\$80.00
Planning Associate.....	\$84.00
Construction Manager.....	\$102.00
Construction Administrator.....	\$70.00
Construction Observation Level I.....	\$70.00
Construction Observation Level II.....	\$82.00
Construction Observation Level III.....	\$88.00
Construction Technician.....	\$76.00
Administrative Assistant.....	\$58.00

*RATES EFFECTIVE JANUARY 1, 2009 – DECEMBER 31, 2009

Phase I Project Estimating Sheet

Rate Schedule
2009
Start Date
2/1/09
Completion Date
4/2/09

Task	Principal		PM		Sr Arch		Architect		CE II		DT		Admin		TOTAL	
	Hrs	per hr \$	Hrs	per hr \$	Hrs	per hr \$	Hrs	per hr \$	Hrs	per hr \$	Hrs	per hr \$	Hrs	per hr \$		Hrs
Architectural Programming																
Contract Negotiation	2	\$288	4	\$504	2	\$252	2	\$228	2	\$192	6	\$348	14	\$1,368		
Kickoff Meeting with County		\$0	2	\$252		\$0	8	\$912	2	\$192		\$0	8	\$724		
Management & Staff Interviews		\$0		\$0		\$0	8	\$912	2	\$192		\$0	10	\$924		
Prepare CAD As-Built		\$0		\$0		\$0	12	\$1,368	12	\$1,152	16	\$1,280	24	\$2,192		
Prepare Concept Plan		\$0	2	\$252	2	\$252	2	\$228	2	\$192	20	\$1,600	46	\$4,372		
Review Concept Plan with County		\$0		\$0		\$0	4	\$456	2	\$192	8	\$640	4	\$480		
Revise Concept Plan per County comments		\$0	2	\$252	2	\$252	2	\$228	2	\$192		\$0	14	\$1,288		
Review Updated Concept Plan with County		\$0		\$0		\$0	2	\$228		\$0		\$0	4	\$480		
Modify Concept Plan per Engineering Review (Site, Structural, FMPE)		\$0		\$0		\$0	2	\$228	2	\$192	4	\$320	8	\$740		
Perform Preliminary Code Review		\$0		\$0		\$0	8	\$912	2	\$192	2	\$160	12	\$1,264		
Modify Concept Plan per CM Review		\$0	2	\$252	2	\$252	2	\$228	2	\$192	4	\$320	8	\$892		
Finalize Concept Plan		\$0	2	\$252	2	\$252	4	\$456	2	\$192	4	\$320	18	\$1,704		
Prepare Concept Rendering		\$0		\$0		\$0		\$0		\$0	12	\$960	12	\$960		
Submit Concept Plan & Renderings for PER to County		\$0	2	\$252		\$0		\$0		\$0	10	\$580	12	\$932		
Subconsultants Task Total																
																\$18,600
Program Management																
Evaluate Architectural Program	2	\$288	2	\$252		\$0		\$0		\$0		\$0	4	\$540		
Evaluate Engineering Review of Program		\$0	2	\$252		\$0		\$0		\$0		\$0	2	\$252		
Prepare Constructability Review		\$0	2	\$252		\$0		\$0		\$0		\$0	2	\$252		
Preliminary Procurement Planning		\$0	4	\$504		\$0		\$0		\$0		\$0	4	\$504		
Preliminary Findings for PER		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0		
Architectural Program		\$0	2	\$252	2	\$252	2	\$252	2	\$192		\$0	4	\$504		
Engineering Report		\$0		\$0		\$0		\$0		\$0		\$0	4	\$504		
CM & Procurement Plan		\$0	4	\$504	4	\$504	4	\$504		\$0		\$0	6	\$896		
Present Findings to County & Court	2	\$288	4	\$504	4	\$504		\$0		\$0		\$0	10	\$1,296		
Subconsultants Task Total																
																\$1,008
Project Budget																
Prepare Preliminary Construction Budget		\$0	2	\$252		\$0	2	\$228	2	\$192		\$0	6	\$872		
Review Scope with County		\$0	2	\$252		\$0		\$0		\$0		\$0	2	\$252		
Revise Scope of Project		\$0	1	\$126	2	\$252	2	\$228		\$0	4	\$320	9	\$926		
Prepare Procurement Plan Outline		\$0	4	\$504		\$0		\$0		\$0		\$0	4	\$504		
Submit Plan for PER		\$0	2	\$252		\$0		\$0		\$0		\$0	2	\$252		
Subconsultants Task Total																
																\$2,608
Project Schedule																
Prepare Preliminary Construction Schedule		\$0	2	\$252		\$0		\$0		\$0		\$0	2	\$252		
Review Schedule with County		\$0	2	\$252		\$0		\$0		\$0		\$0	2	\$252		
Revise Schedule		\$0	1	\$126		\$0		\$0		\$0		\$0	1	\$126		
Submit Schedule for PER		\$0	1	\$126		\$0		\$0		\$0		\$0	1	\$126		
Subconsultants Task Total																
																\$768



Houston	4201 Freidrich Lane, Ste. 110
Austin	Austin, TX 78744-1045
Dallas	512.447.9081 Ph
	512.443.3442 Fax
San Antonio	www.hvj.com

November 25, 2008

Carl L. Schoenthal, P.E.
MRB Group, Inc.
5113 Southwest Parkway, Suite 280
Austin, TX 78735

Re: Geotechnical Investigation
Building Addition - County Roads Department Facility on Yarrington Road
Location: Hays County, Texas
Owner: Hays County
HVJ Proposal No. AG0819120 (Revised 12-18-08)

Dear Mr. Schoenthal:

HVJ Associates, Inc. is pleased to submit this proposal to provide a geotechnical investigation for the above referenced project. This proposal outlines our understanding of the project and our approach for providing a geotechnical investigation.

We understand that the proposed project involves the construction of approximately a 6,000 to 7,500 square foot building addition at the County's Roads Department Facility located on Yarrington Road in San Marcos, Texas. The addition will be connected at the southeast corner of the existing facility. We also understand that the area is currently paved and that the project will also include the relocation of underground utilities outside the footprint of the proposed addition. The following sections outline our scope of work, assumptions, cost estimate, schedule and conditions for performing the investigation.

Geotechnical Scope

The scope of work for HVJ Associates, Inc. includes performing a geotechnical investigation at the project site and providing foundation design for the proposed building addition and construction recommendation for utility relocations. We propose to drill two borings to a depth of 15 feet below existing ground surface.

Report

A report of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering, after reviewing available structural, boring and laboratory data. In general, the following items will be included in the report:

- 1) Vicinity map
- 2) Geology map of the project site
- 3) Plan of borings
- 4) Summary of laboratory test results

- 5) Borings logs and generalized subsurface conditions
- 6) Building foundation recommendations (spread footings and slab on grade)
- 7) Utilities construction recommendations
- 8) Structural fill requirements.

Assumptions

The following assumptions were made in developing the scope and fee estimate for this project:

- Truck mounted drilling equipment will be able to access all boring locations, without any site clearance.
- No traffic control is needed at the project site.
- MRB Group and Hays County Road Department will be responsible for staking the boring locations to avoid any existing underground utilities.
- Water loss will not result in standby.
- Boring locations will be surveyed by others.
- Pavement design is not part of our scope.
- All field work will be performed during day time. If the field work is to be performed during night time, our fees will have to be revised.

Fee

Based on the scope of work outlined, the estimated fee for our services is \$2,500. A detailed cost estimate is attached. Should the project configuration change significantly, additional work may be required. HVJ Associates, Inc. will recommend such additional work when and if it is deemed necessary.

Schedule

We propose to start fieldwork within one (1) week after receiving a written notice to proceed. Drilling and laboratory testing will take approximately one (2) weeks to complete. Engineering analysis and report preparation will take approximately one (1) week. Work schedule may be altered if inclement weather occurs for an extended period of time.

Conditions

Insurance certificates verifying HVJ Associates' general liability, auto, workers' compensation, and errors and omissions insurance coverage, listing MRB Group, Inc. as a certificate holder, will be provided upon request. Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of project should its duration last less than a month. Our credit terms are 30 days net.

Sample Retainage

Soil samples will be retained in our laboratory for 30 days after the geotechnical investigation.

Mr. Carl L. Schoenthal, P.E.
HVJ Proposal No. AG 08 19120 (Revised 12-18-2008)
November 25, 2008
Page 3 of 4

If this proposal meets with your approval, please send us a task order and written notice to proceed prior to start our field investigation or please sign and complete the indicated spaces below and forward a copy of the proposal to us.

Construction Phase Services

HVJ's approach to providing construction materials services is to assign experienced engineering technicians, directed by Senior Professional Engineers, experienced in their respective disciplines.


We anticipate that the majority of the required testing services will be done by assigning an engineering technician on a "call-out" basis for the project. A fee schedule for construction phase services is attached. The estimated services required on this project, as we understand it, are as follows:

- Proctor Sampling And Testing
- In-Place Nuclear Density Testing
- Reinforcing Steel Inspection
- Cast in Place Concrete Monitoring and Testing
- Periodic Photo Documentation

All reports of materials tests and inspection services provided will be issued to appropriate members of the project team within the specified time. In the event individual reports indicate potential problems or items of non-conformance to the project specifications, you will be contacted as soon as possible.

Sincerely,

HVJ ASSOCIATES, INC.



Hossam Esmail, P.E.
Vice President

HE/LP
Attach: Geotechnical Fee Structure
Construction Materials Fee Structure

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Mr. Carl L. Schoenthal, P.E.
HVJ Proposal No. AG 08 19120 (Revised 12-18-2008)
November 25, 2008
Page 4 of 4

Firm: _____

Date to Start Work: _____

PROFESSIONAL SERVICES AGREEMENT

December 11, 2008

Mr. Carl Schoenthal
MRB Group
5113 Southwest Parkway, Suite 280
Austin, TX 78735

Email: carl.schoenthal@mrbgroupp.com

Dear Mr. Schoenthal:

Thank you for your request for Professional Services. The following information is presented to confirm our assignment and provide information that you may find helpful.

Our Project Number:

Project Name: 10 AC – Yarrington Road, Hays County, San Marcos, Texas

Assigned Project Manager: Robert Anguiano

Type Billing: Fixed Fee Plus Project Direct Costs

Fee:	Category 1B Condition II Survey	\$ 4,350
	Topographic Survey	\$ 1,640

*Topographic Survey fee is contingent on approval of Boundary Survey Fee

Project Direct Costs: In addition, project direct costs including, but not limited to, travel and mileage, printing, photocopying, and survey fuel surcharge will be charged as incurred. All other project specific charges, consultant fees and other third party costs will be charged at cost plus ten percent (10%).

State, City and MTA Sales Tax (8.125%) will be charged on surveying fees, prints and reproductions when applicable, in accordance with State Law. Tax Exempt entities should submit a copy of their Tax Exemption Certificate with signed agreement.

SERVICES TO BE PERFORMED

**PROJECT AND PROPERTY DESCRIPTION
SERVICES TO BE PROVIDED**

10.00-acre tract situated in San Marcos, Hays County, Texas, as described in Special Warranty Deed Recorded in Volume 1649, Page 83, Official Public Records of Hays County, Texas.



SCOPE OF SERVICES

BOUNDARY SURVEY

Consultant will perform a Category 1B, Condition II Land Survey of a 10.00-acre tract situated in San Marcos, Hays County, Texas, as described in Special Warranty Deed Recorded in Volume 1649, Page 83, Official Public Records of Hays County, Texas. At the client's request, surveying of improvements will be limited to the "project site," which is defined as the area southeast of the northwest wall of the truck garage located on subject property. Bearings will be based on North American Datum of 1983, State Plane Coordinate System, South Central Zone.

TOPOGRAPHIC SURVEY

Consultant will perform a topographic survey of the aforementioned project site. Topographic survey will be based on a 50' grid. In addition, consultant will also collect data on the low running west from the truck garage, the ditch running parallel to Yarrington Road, and center line of Yarrington Road. Elevations will be based on North American Vertical Datum of 1988. A project benchmark will be set in the vicinity of the project site. Consultant will request a utility locate and will survey as marked on the ground.

The standard TSPS certification included as Exhibit "A" will be utilized in the completion of the survey. Any modifications to this certification requested by the Client that are acceptable by Vickrey & Associates, Inc. will be made at an additional cost to the Client and will be billed on an hourly basis. Delays in Consultant's work and schedule shall be considered outside the scope and fee of this agreement and the additional cost to consultant will be billed as a supplemental service. The survey will be scheduled to be delivered ten (10) business days after receipt of the signed Professional Services Agreement.

This agreement does not include services required for unusual boundary research beyond that furnished by Clients title company and additional field services related thereto, extensive analysis that may be required due to discrepancies in descriptions of subject tract boundary and/or adjoining deeds or where insufficient monumentation exists, to meet mandated standards for boundary resolution, tracts for which gaps and gores or gradient boundary line determinations are required and; determinations of applicability of archaic, vague or poorly documented easements as identified by Clients title company or others.

SERVICES SPECIFICALLY EXCLUDED

- 1) Surveying all improvements on property
- 2) Easement determination.



Mr. Carl Schoenthal
MRB Group
December 11, 2008
Page 3 of 5

All listed services to be performed in accordance with the attached standard terms and conditions.

You should review this information and advise our office of any corrections that are needed.

Please complete the following information and return one executed agreement by fax within ten (10) days and one executed original within thirty (30) days. Receipt of properly executed Agreement will constitute your authorization for our Firm to commence work on these Professional Services.

We appreciate this opportunity to serve you and look forward to the successful completion of your project.

Sincerely yours,

VICKREY & ASSOCIATES, INC.



Robert Anguiano
Assistant Survey Manager

RA/ne



Mr. Carl Schoenthal
MRB Group
December 11, 2008
Page 4 of 5

TO BE COMPLETED BY CLIENT: (Please Type or Print Below)

_____(Company) is the responsible party for all fees incurred under this Agreement and that I am authorized to sign this Agreement on _____'s behalf.
(Company's)

All invoices shall be addressed to the following:

The person designated to act with authority on Client's behalf regarding all matters in the performance of this contract:

Name: _____

Address: _____

Phone: _____

Terms and conditions of this Agreement are set forth in Attachment I attached hereto and made a part hereof. By execution of this agreement Client acknowledges that it has been informed and has read and fully understands and consents to them.

If Engineers services are delayed, prolonged, or suspended in whole or part beyond **January 10, 2009** for reasons beyond the Engineer's control, the various rates of compensation and/or total compensation shall be subject to renegotiation.

CLIENT'S SIGNATURE _____ DATE _____

TITLE: _____



VICKREY & ASSOCIATES, INC.
PROFESSIONAL SERVICE AGREEMENT
STANDARD TERMS & CONDITIONS
ATTACHMENT I

CONSULTANT SERVICES:

Vickrey & Associates, Inc. (V&A) is being engaged by CLIENT to render professional engineering or surveying services in connection with CLIENT's project. V&A agrees to perform such services in conformance with the descriptions, definitions and conditions as set forth herein and as attached hereto.

V&A will perform its services in a professional manner in accordance with the standard of care and diligence normally practiced by recognized professional engineering firms in performing services of a similar nature, in the same locality of the project site, under similar circumstances. V&A makes no other warranties or guarantees, expressed or implied.

V&A agrees to comply with all Federal, State and local laws and ordinances applicable to the services being provided hereunder on this project. V&A shall perform the services within a timely manner consistent with sound professional practices.

Many permitting agencies provide specified review time lines that are often not met by the review agencies. As a result, V&A makes no warranties as to time frames required to obtain approvals. V&A can assist CLIENT in expediting the review processes as an additional service billed on an hourly basis. Occasionally new policies are established by review agencies by means of in-house policies and interpretations. Any work required to resolve contested issues resulting from the new in-house policies with the agency shall be considered additional services billed on an hourly basis.

CLIENT RESPONSIBILITY:

CLIENT shall provide V&A the following:

- a) CLIENT's criteria and requirements for the project;
- b) Right-of-entry and access for V&A to enter upon the project site whether upon Public or private property;
- c) All information available to or known by CLIENT which may be required by V&A in performing our services; and
- d) Timely examination and response to Engineer's submittals.

CHANGES IN SCOPE OF SERVICES:

If CLIENT makes changes to the scope of services shown in the Client Letter attached hereto, or if unknown or unforeseen conditions are encountered in the field, which causes an increase in the cost for performance of the services hereunder, then a mutually agreed upon adjustment in fee should be made and reflected in an "Amendment," to be executed and/or authorized by CLIENT.

In the event there are modifications and/or additions to Regulatory Requirements or agency review processes related to the services performed under this Agreement after the date of its execution which cause an increase in the cost required of V&A for performance of the services hereunder, then a mutually agreed upon adjustment in fee shall be made and reflected in an "Amendment," to be executed and/or authorized by CLIENT.

In the event work is ordered verbally by CLIENT or his representative or agent and/or if immediate services are required to respond to construction issues on behalf of CLIENT or the project, additions will be considered authorized and will be billed on a time basis and CLIENT will be responsible for payment.

GENERAL CONDITIONS:

• **OWNERSHIP & REUSE OF DOCUMENTS**

All documents including the original drawings, estimates, specifications, field notes and data, will remain the property of V&A as instruments of service. However, it is to be understood that CLIENT shall have access to all such information with the right to make and retain copies of drawings. Any reuse without specific written verification or adaptation by V&A will be at CLIENT's sole risk and without liability or legal exposure to V&A. Any such verification or adaptation may entitle V&A to further compensation at rates to be agreed upon by CLIENT and V&A.

• **CERTIFICATIONS, GUARANTEES AND WARRANTIES**

V&A shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence or non-existence of conditions that V&A cannot ascertain or has not been engaged to ascertain.

In the event a certification is provided it is understood that any "certification" is to be an expression of professional opinion by a Registered Engineer in the State of Texas and is based on the Engineer's best knowledge, information, and belief, and that it constitutes neither a guarantee nor a warranty.

• **INSURANCE**

V&A shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Worker's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. V&A will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.

No insurance of whatever kind or type which may be carried by V&A is to be considered in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and material to the Project. CLIENT agrees to include, or cause to be included,

in the Project's construction contract requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to indemnify CLIENT, V&A, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with Project requirements.

PLEASE CHOOSE OPTION A OR B:

• **OPTION A: LIMITATION OF LIABILITY CLAUSE:**

In recognition of the relative risks, rewards and benefits of the Project to both CLIENT and the Firm, the risks have been allocated such that CLIENT agrees that, to the fullest extent permitted by law, the Firm's total liability to CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes shall not exceed the amount of compensation received by V&A for services performed under this Agreement. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Option A (initial here) _____ (Client) _____ (V&A)

• **OPTION B: WAIVER OF LIMITATION OF LIABILITY:**

In the event CLIENT is unwilling or unable to limit liability for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement to a maximum of the amount of compensation received by V&A for services performed under this Agreement in accordance with the provisions set forth in the Option A paragraph above, then it is agreed that CLIENT will pay V&A a fee to be called, "Waiver of Limitation of Liability Charge." The fee shall be established as four percent (4%) for projects with fees less than \$50,000.00, three percent (3%) for projects with fees between \$50,000.00 and \$100,000.00, and two percent (2%) for projects with fees over \$100,000.00.

Option B (initial here) _____ (Client) _____ (V&A)

CLIENT

By:

Title

• **ASSIGNMENT**

CLIENT may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of V&A. V&A may delegate, assign, sublet or transfer its duties hereunder without the written consent of CLIENT, but V&A shall be made responsible for the completion of its duties. V&A may not delegate, assign or transfer its interest in this Agreement without the written consent of CLIENT.

• **TERMINATION**

This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, V&A shall be paid in full for all services performed through the termination date, and the CLIENT shall then be provided with a statement of all services provided prior to termination.

PAYMENT

CLIENT will pay V&A in accordance with Vickrey & Associates, Inc. current Fee Schedule and the Professional Service Agreement attached hereto.

Invoices will be submitted in our standard format on a monthly basis or at the completion of work.

Payments for services rendered are due and payable upon receipt of our invoice. Thereafter V&A reserves the right to include an amount up to the maximum allowed by law for interest charges. If for any reason we are forced to turn your account over for collection, to an attorney or collection agency, or if collected through legal proceedings, then you will be obligated to pay any and all costs of collection, including agency fees, attorney fees, and court costs.

If Invoices are not paid within 30 days of receipt, V&A may terminate performance of services without liability whatsoever to CLIENT.

Preparation of customized invoice formats will be charged on a time basis in accordance with V&A's current fees.

Vickrey & Associates, Inc. accepts MasterCard and Visa. A six percent (6%) fee will be added for any payment made by credit card.

APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Texas, County of Bexar.

Any complaints regarding surveying services may be forwarded to: Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753, (512) 239-5263.



December 4, 2008

Mr. Carl L. Schoenthal, PE
MRB Group
5113 Southwest Parkway, Suite 280
Austin, TX 78735
Ph: (512) 627-6459

Carl.Schoenthal@mrbgroup.com

**PHASE 1 – PRELIMINARY ENGINEERING REPORT FOR STRUCTURAL, HVAC,
ELECTRICAL & PLUMBING DESIGN – NEW ROAD DEPARTMENT BUILDING AT 2171
YARRINGTON ROAD, SAN MARCOS, HAYS COUNTY, TEXAS 78666**

Mr. Schoenthal:

We thank you for contacting our Firm to provide a proposal for the Preliminary Engineering Services related to Structural, HVAC, Electrical & Plumbing.

SCOPE OF WORK

It is our understanding that the new addition will be approximately 6,000 to 7,500 sf. and shall be located on the southeast corner of the existing building.

We understand that MRB Group is developing a proposal to complete schematic design plans for the project and we'd like to get some input from Encotech on the following scope of work:

- Review of available electric and estimated upgrades if required
- Review of proposed architectural program and develop performance requirements for proposed mechanical systems to serve the addition
- Proposed structural systems (pre-engineered building) and advise architect
- Review of geotech report and as-builts to determine considerations for foundation design
- Review of project budget based on a contractor's preliminary cost estimate
- Provide MEP & Structural input for the Preliminary Engineering Report

EXCLUSIONS

1. Design and/or modifications to the Fire Alarm and Fire Sprinkler design.
2. No testing, wire tracing and cfm measurements are included in the scope of the work.
3. Environmental review and/or design.
4. Scope and input towards the renovation of the existing building.
5. Production of Drawings.
6. Final report shall be compiled by the Prime Firm.

8500 Bluffstone Cove • Suite B-103 • Austin, TX 78759
P.O. Box 202047 • Austin, TX 78720-2047 • 512/338-1101 • Fax 512/338-1160
www.encotechengineering.com

FEE

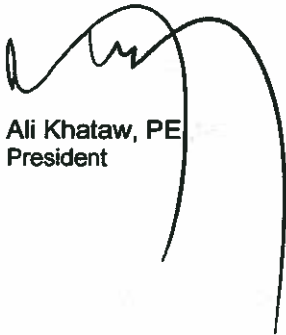
Fee to provide the above mentioned services shall be a Lump Sum amount of:

Phase 1 – Preliminary Engineering Report \$14,180.00
(Fourteen Thousand One Hundred & Eighty Dollars)

Attached is our fee breakdown. Please note the effort and the meetings shall be limited to what is indicated in the spreadsheet.

Please call us if you have any questions.

Sincerely,



Ali Khataw, PE
President

SCOPE CHANGE SERVICES/ADDITIONAL SERVICES

(No additional work will be performed without written approval from the Client)

ATTACHMENT – A

1. Changes and/or increase in Project Scope or scope of Engineering Services resulting from project assumptions as defined in the proposal which prove to be incorrect shall be performed as Additional Services.

HOURLY RATES

All scope change items shall be conducted on an hourly rate basis as outlined below:

Principal	\$175.00 per hour.
Professional Engineer	\$150.00 per hour.
Graduate Engineer	\$95 per hour
Clerical	\$50.00 per hour.

TERMS AND CONDITIONS

ATTACHMENT – C

Encotech Engineering Consultants, Inc. shall perform the services outlined in the proposal / agreement for the stated fee arrangement. The terms and conditions shall be as follows:

Dispute Resolution:

Any claims or disputes made during design, construction, or post-construction between the Client and Encotech Engineering Consultants, Inc. shall be submitted to non-binding mediation. Client and Encotech Engineering Consultants, Inc. agree to include a similar mediation agreement with all contractors, sub-contractors, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for Encotech Engineering Consultants, Inc. services shall be submitted, at the Firm's option, either upon completion of such services, or on a monthly basis. If the invoice is not paid within 30 days, Encotech Engineering Consultants, Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers if requested in the proposal shall be credited on the final invoice.

Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Encotech Engineering Consultants, Inc., his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected to existing conditions of the project or with the performance by any of the parties named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Encotech Engineering Consultants, Inc.

Certifications, Guarantees, and Warranties:

Encotech Engineering Consultants, Inc. shall not be required to execute any document the would result in their certifying, guaranteeing or warranting the existence of conditions whose existence Encotech Engineering Consultants, Inc. cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Encotech Engineering Consultants, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Encotech Engineering Consultants, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses immediately arising out of this agreement from any cause or causes, shall not exceed \$25,000. Such Causes include, but are not limited to, Encotech Engineering Consultants, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or Encotech Engineering Consultants, Inc. should the other fail to perform its obligations thereunder. In the event of termination, the Client shall pay Encotech Engineering Consultants, Inc. for all the services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

HAYS COUNTY ROAD DEPARTMENT NEW BUILDING
MRB GROUP
Breakdown of Fees

12/4/2008

PHASE 1 - PER

		Principal Engineer	Project Engineer/Project Manager	Graduate Engineer	Clerical	
		\$ 175.00	\$ 150.00	\$ 95.00	\$ 50.00	
A	Preliminary Engineering Report					
1	Site Visit and Meeting at Project Site to review existing conditions - (Mechanical & Electrical Engineer)	1	8		1	\$ 1,425.00
2	Review and Study of Existing Old Drawings (Mech, Elec & Str)	1	9			\$ 1,525.00
3	Preliminary Study - HVAC System & Ducting		5	5		\$ 1,225.00
4	Preliminary Study - Plumbing Systems		4	5		\$ 1,075.00
5	Preliminary Study - Electrical System		4	6		\$ 1,170.00
6	Preliminary Study - Electrical Service Upgrades		3	4		\$ 830.00
8	Preliminary - Opinion of Cost (Mech, Elec. & Str)	1	2	1		\$ 570.00
9	Coordination/Site Meetings with MRB & Hays County (2 Meetings)	4	16			\$ 3,100.00
12	Writing of the Preliminary Engineering Report	1	8	10	1	\$ 2,375.00
13	Issuance of Preliminary Engineering Report		2	3		\$ 585.00
B	Subconsultants					
1	None					\$ -
	Reimbursables (Budget)					\$ 300.00
	Total Not to Exceed					\$ 4,180.00

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Approve Utility Permits.

CHECK ONE: X CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

SUMMARY:

Permit # 02006 New Old Stagecoach Rd (Sewer Line)

Permit # 02005 Old Stagecoach Rd (Electrical)

PERMIT NO. : 02006 APPLICATION DATE : 1/20/2009 APPROVED DATE : 2/3/2009

CO. CODE : WESTAF Company Name: WESTAR Type of Utility: WATER

City: GEORGETOWN Department: PROJECT

ROAD NO. : ROAD NAME : New Old Stagecoach Rd NAME Lamont Navarrette

SUBDIVISION : 5 Mile Park SEGMENT : 1

TYPE LINE : Sanitary Sewer Line

DESCRIPTION : Sanitary Sewer Line . . .

SPECIAL PROVISIONS : Traffic control; min 36" depth; bore and case
required; bore pits to be compacted to 95%
compaction

01/14/2009 16:48 FAX 5123037686

Hays Co Parks

002



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: 1-20-09

Formal notice is hereby given that WESTAR CONSTRUCTION INC.
Company proposes to place a SEWER SANITARY SERVICE
line within the right-of-way of NEW STREET STABLECOACH RD (ROAD AORE UNDER PAVEMENT)
as follows: (give location, length, general design, etc.)
ENHANCED DESIGNED SANITARY SEWER TEE TO E BLANCO VISTA SUBDIVISION SOUTH
UNDER NEW STABLECOACH RD. AND INTO NEW SWELE DAM PARK PROJECT

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 P complete sets of drawings attached to this notice. PLANS ON FILE W/ HAYS COUNTY & CITY OF SAN MARCOS

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 or 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 28TH day of JANUARY, 2009.

General Special Provisions:

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

Firm WESTAR

By (Print) LAMONT NAVARRETE

Signature [Signature]

Title PROJECT MANAGER

Address 4500 WILLIAMS DR. STE 212-411

GEORGETOWN, TX 78628

Phone 512-630-5930

Approved by Hays County Road & Bridge Department

[Signature] Inspector 1/28/09
Signature Title Date

June 28, 2004

PERMIT NO. : 02005 APPLICATION DATE : 1/20/2009 APPROVED DATE : 2/3/2009

CO. CODE : WESTAF Company Name: WESTAR Type of Utility: WATER

City: GEORGETOWN Department: PROJECT

ROAD NO. : ROAD NAME : Old Stagecoach Rd (Park) NAME Lamont Navarrette

SUBDIVISION : 5 Mile Park SEGMENT : 1

TYPE LINE : Electrical crossing for PEC

DESCRIPTION : Electrical crossing . . .

SPECIAL PROVISIONS : Traffic Control; Min 36" in depth; casing
required; flowable fill required

01/14/2009 15:48 FAX 5123837898

Hays Co Parks

0002



Road and Bridge Department
2171 Yarrington Road
P O Box 908
San Marcos, TX 78667-0908
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: 1-20-09

Formal notice is hereby given that WESTAR CONSTRUCTION, INC.
Company proposes to place a CUT THROUGH PEC LINE
line within the right-of-way of S. OLD STAGE COACH RD. (CUT THROUGH IT)
as follows: (give location, length, general design, etc.)
PEC DESIGNED UTILITY TRENCH TO RUN FROM EXISTING 5 MILE DAM PARK, NORTH
THROUGH S. OLD STAGE COACH RD. AND INTO NEW 5 MILE DAM PARK PROJECT

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.

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The location and description of the proposed line and appurtenances is more fully shown by 6 complete sets of drawings attached to this notice. AS PER ON FILE WITH HAYS COUNTY & CITY OF SAN MARCOS

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.

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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 28TH day of JANUARY, 2009.

General Special Provisions:

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

Firm WESTAR CONSTRUCTION, INC.

Title PROJECT MANAGER

By (Print) LAMONT NAVARRETE

Address 4500 WILKINS DR. STE 212-PM8411

Signature [Signature]

GEORGETOWN, TX 78628

Phone 512.630.5930

Approved by Hays County Road & Bridge Department	
Signature <u>[Signature]</u>	Title <u>Inspector</u>
	Date <u>1/28/09</u>

June 28, 2004

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM:

APPROVE PURCHASE OF A DATE/TIME STAMP FOR THE COUNTY CLERK'S OFFICE

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: FEBRUARY 3, 2009

AMOUNT REQUIRED \$651.50

LINE ITEM NUMBER OF FUNDS REQUIRED:

08-445-5215 Permanent Records Supplies

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:

The County Clerk's courts division has been using hand held stampers, however, they continue to break and have to be repaired. I would like to purchase a Rapidprint Automatic Stamper (AR-E) that could be utilized by all the staff in that office. Staff has to manually enter the time on the current stamps and the Rapidprint automatically stamps the date and time.

National Date Stamp = \$651.50

Georgia Time Recorder = \$694.00

Accutronics Inc. = \$787.10

Agenda Item Routing Form

DESCRIPTION OF Item: PURCHASE OF A DATE/TIME STAMP FOR THE COUNTY CLERK'S OFFICE
The County Clerk's courts division has been using hand held stampers, however, they continue to break and have to be repaired. I would like to purchase a Rapidprint Automatic Stamper (AR-E) that could be utilized by all the staff in that office. Staff has to manually enter the time on the current stamps and the Rapidprint automatically stamps the date and time.

National Date Stamp = \$651.50

Georgia Time Recorder = \$694.00

Accutronics Inc. = \$787.10

PREFERRED MEETING DATE REQUESTED: February 3, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$651.50 08-445-5711

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:Need to amend the budget from 08-445-5215 to 08-445-5711 for \$652.00.

Bill Herzog

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Time and Date Stamps

For imprinting a variety of time, date and message combinations. It prints automatically when paper is inserted. Solid-state electronic circuitry assures consistent impressions. Adjustable stamping force for multi-copy forms. Easy change ribbons advance and reverse automatically. Rugged die-cast case has a sturdy lock to prevent tampering. Solid brass type wheels provide superior imprint and durability.



Sample Imprints (Approximate Size)	
<p>RECEIVED 2000 FEB 20 AM 12: 27 WILLIAM M. STIDHAM MADISON CO. TREASURER</p>	<p>RECEIVED FORTUNE BRANDS 2000 FEB 20 AM 12: 09</p>
AR w/ optional upper & lower die-plates	AR w/ optional upper die-plate only

Popular applications:

- Incoming mail
- Tax receipts
- Phone messages
- Lab reports
- Court documents
- Restaurant guest checks
- Stock transaction documents

Series:

- Model: AR-E - Basic time stamp
- Model: ARL-E - with LED clock
- Model: ARC-E - with analog clock
- Model: AD-E - Basic date stamp

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Hold a public hearing to establish traffic regulations on Old Black Colony Road, CR 147.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
-------------------------------	--------------------	-------------	-----------------------------

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Barton

SUMMARY:

To establish: a stop sign on Old Black Colony Rd at Cole Springs Rd, CR 148 and a speed limit of 35 MPH.

STAFF REVIEW/COMMENTS

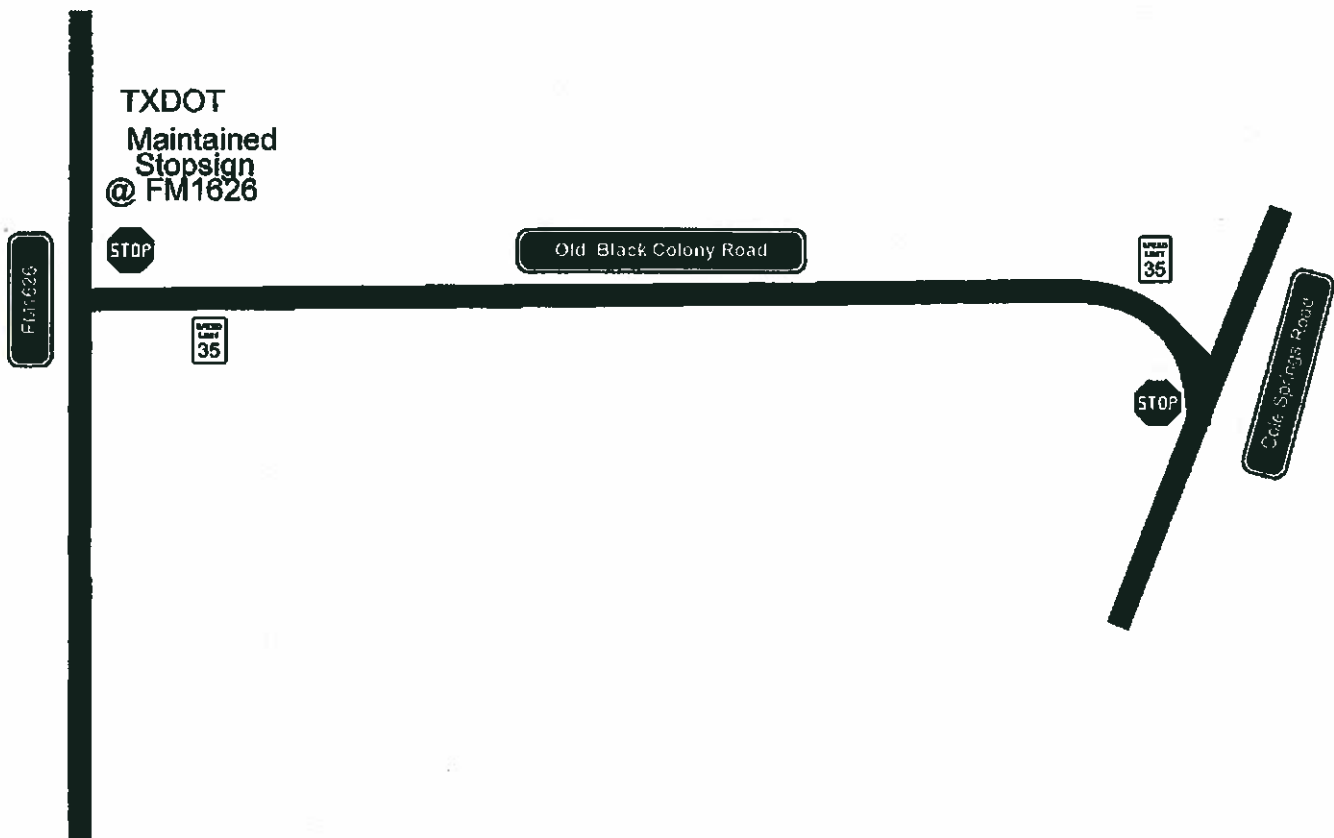
ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Precinct 2
Old Black Colony Road

Proposed/Recommended Traffic Regulations:
Stop Signs and Speed Limits As Indicated Below



1. Stop traffic on Old Black Colony Rd. at intersection of Cole Springs Road
2. Set Speed of 35 MPH on Old Black Colony Road

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM:

08-3-53 Pinnacle Ridge Estates, Replat of Lot 4 & 5; Consider waiver of preliminary plan and public hearing; accept final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

Pinnacle Ridge Estates is a recorded subdivision located off FM 3237 in Precinct 3. Currently lot 4 is 11.43 acres and lot 5 is 10.81 acres. The proposed replat will vacate the lot line between the two lots resulting in a new 22.24 acre lot(4A). This lot will be served by an existing on site well and individual OSSF. This is a combination of lots reducing overall density of the original platted subdivision therefore, neither public notification nor preliminary plan are required (Interim Regulations 11.3(C)).

AND/OR ALL-AGES RIDGE ESTIMATES, that we, Richard W. Sawentz and Henry H. Sawentz, owners of 22.24 acres of land known as Lot 4, of the Pleasant Ridge Section, Township 34 North, Range 18 East, and Meridian 10 North, in the State of Minnesota, situated in Hennepin County, Minnesota, are hereby conveying to the State of Minnesota, to be held in trust for the benefit of the State of Minnesota, 22.24 acres, more or less, to be known as LOT 4, out of Respondent Lot 4 and lot 5, MNADNR RIDGE ESTIMATES, Hennepin County, Minnesota, in accordance with the provisions of the Minnesota Wetlands Conservation Act, Chapter 103B, Minnesota Statutes, and the Minnesota Wetlands Conservation Rules, Chapter 6100, Minnesota Rules, and to hereby dedicate to the public the use of the wetlands and easements shown herein.

Richard M. Sawers
1515 Polmarc Drive
Houston, TX 77057

BEFORE ALL, the undersigned authority, on this day personally appeared Richard W. Swannear and Nancy H. Swannear, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ of _____, 19____.

D. J. JOHNS

NO. 14111 PUBLIC in and for Harris County, Texas

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____ A.D. 2008.

Elizabeth 'Liz' Sumlar
County Auditor
Hays County, Texas

State Prisoner, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 2005, at _____ o'clock _____ M., in the Pilot Records of Hays County, Texas, in Book _____.

BUSINESS KIT (PLAN) AND SEAL OF OFFICE (IN) _____, A.D., 2008

Windsor Frischie
County Clerk
Windsor County, Texas

In order to guarantee safe use of floodways and protect the confidence of public property, no driveway construction on city of within this subdivision shall be permitted access onto a publicly dedicated roadway unless (a) a driveway permit has been issued by the flood department of York County and (b) the driveway satisfies the minimum spacing requirement for driveway set back in Sections 7.4 and 7.5 of the York County Subdivision Regulations.

When required, the driveway shall have a minimum driveway culvert size of 18".

SURFACE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WH:

No structure on this subdivision shall be occupied until connected to an individual water supply or a field-approved community water system. Due to declining water supplies in Kern County, it is expected that water resources will become increasingly scarce. The applicant is encouraged to consider alternative water sources, such as recycled water, rainwater harvesting, and in some cases may offer the best performance water resource. No structure on 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 Kern County Sanitation and Health. No construction or other development within the subdivision may begin until this Kern County Development Permit requirements have been met.

R. B. T. P., Director

1000 pages
Responsible Administrator

STATE OF TEXAS
COUNTY OF HAYS

AND, ALL MEN BY THESE WRITINGS, that I, James F. Johnson, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that the plot conforms with the survey, requisitions of the Hays County Subdivision Specifications and further certify that this plot is prepared from an accurate survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

January 8, 1930

Registered Professional Land Surveyor No. 4210

Note

PLANT INFORMATION

Total Area: 22.24 AC
Total Number of Lots: 1
Number of Residential Lots: 1
Number of Commercial Lots: 0
Average Size of Lots: 22.24
Greater than 10 acres: 1
Larger than 5, less than 10 acres: 0

PLAT NOTES

1) POORLY MAINTAINED PAVED STREET

[illegible]

2) FLUID PLAIN NOTE:

The property described herein is located in zone X of the 100 year flood hazard zone as determined by the Federal Emergency Management Agency Flood Insurance Rate Map for Hays County, Parcel No. 48240007317, effective Date September 2, 2025.

BY COMMANDS ALCOCK IN NOISE

this subdivision lies within the Carrying Zone of the Edwards Aquifer.

Carabubling Zone of the Barton Springs Segment of the Edwards

4) E.T.d. Exemption Note:
This subdivision is within the E.T. of The Village of Mandaway. This subdivision is exempt from the Village of Mandaway's E.T. requirements pursuant to Taxes Local Government Code, Chapter 212.004.

5) Erreger/verdrängung control is required for all construction, including single family lots.

5) Utility Information:

Fractilix Padonolas fractrix Leonard & Williams

7) SAVITARY CONTROL FASTENING:

Sanitary control measures must be considered on individual lots and when necessary procedures carried to reduce the sanitary condition of lots to 50.

8) UTILITY NOTE:

ଏଠି ଗୋଟିଏ ଲାଇବ୍ରେରୀ

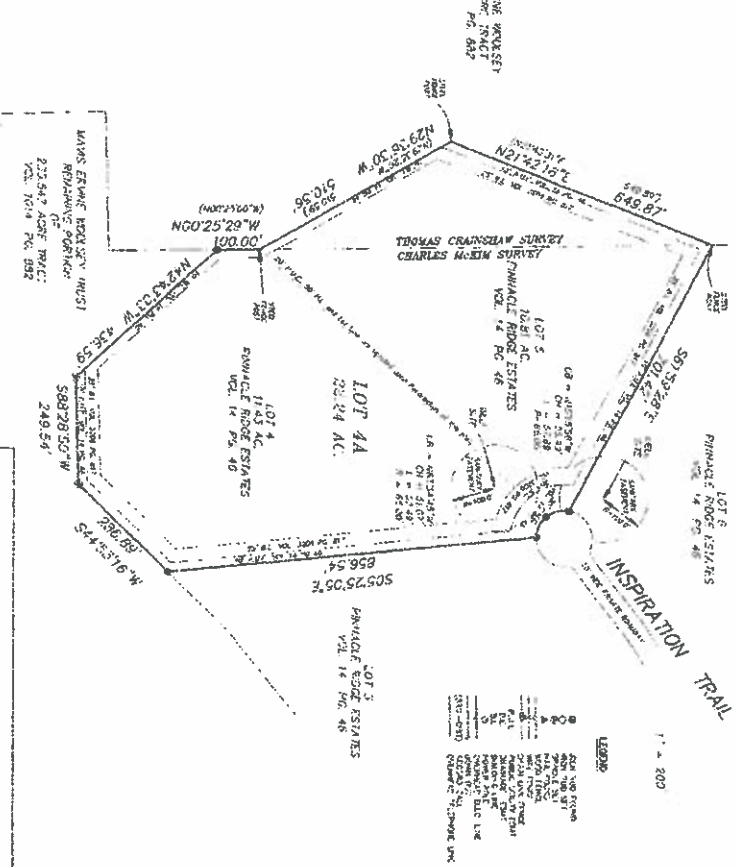
The subdivision lies within the Hamlet of Independent School District

the building shall be located on

face properly line and no less than ten (10') feet from the rear property lot line. Additionally, each lot shall have a twenty (20') foot buffer along adjoining lot lines in which no encroachment of trees shall be allowed.

27) Convergent and Divergent

This Privacy Act is subject to restrictive government's recognized in Volume 14, Pages 46 & 47, Howe County Plat Records, Volume 255, Page 635 and Volume 269, Page 659 Howe County Deed Records, and Volume 2821, Page 554, and Volume 2806, Page 817 Howe County Official Public Records.



WIMBERLEY SURVEY COMPANY
PROFESSIONAL SURVEYORS

P.O. Box 1560
Wembley, Texas 75674-1560
(512) 947-5372
Fax (512) 351-9647

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM:

09-3-1 Big Sky Ranch, An Amended Plat of Lot 1 and Lot 25; Discussion and possible action to accept plat amendment.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

Big Sky Ranch is a recorded subdivision located off MT. Sharp Road in Precinct 3. It consist of 25 lots with an average of 5.3 acres that were final platted on January 22, 2008. At the time of final plat, the geographic location of some of pins was incorrect which resulted in incorrect lot sizes for lot 1 and lot 25. This amendment will record the correct location of the pins and accurate lot sizes. Lot 1 will be raised from 5.00 acres to 5.15 acres and lot 25 will be raised from 5.88 to 6.04 acres. These lots will be served by an individual wells and individual OSSFs.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM:

08-3-66 Burnett Ranch Section 1A Tract 3– Consider approval of the conveyance of a portion of Tract 3 via a metes and bounds description without revision of the plat, pursuant to Section 232.010 of the Texas Local Government Code.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

Burnett Ranch Section 1 is a Subdivision located in Precinct 3. When it was originally platted (1972) there were 46 lots on the document today the appraisal district shows about 77. This portion of tract-3 was divided and sold by metes and bounds description/warranty deed. The original division took place the first time in 1983, and the current owner purchased the property in 2008. The owners are asking for a variance from platting under Section 232.010 of the Texas Local Government Code. The language in that section of the code is as follows:

§ 232.010. EXCEPTION TO PLAT REQUIREMENT: COUNTY DETERMINATION. A commissioners court of the county may allow conveyance of portions of one or more previously platted lots by metes and bounds description without revising the plat.

Added by Acts 1989, 71st Leg., ch. 345, § 7, eff. Aug. 28, 1989.

The property in question would have met all rules and requirements at the time of original division and furthermore meets all current subdivision regulations. Lots will be served by individual wells and OSSF's. It is not in the portion of any ETJ.

9.993 ACRES OF LAND
OUT OF TRACT 3, BURNETT RANCH, SECTION 1,
A SUBDIVISION IN HAYS COUNTY, TEXAS

BEING A TRACT OR PARCEL CONTAINING 9.993 ACRES OF LAND OUT OF TRACT 3, BURNETT RANCH, A SUBDIVISION OF RECORD IN VOLUME 1, PAGES 177-178, PLAT RECORDS OF HAYS COUNTY, TEXAS; BEING THAT SAME CALLED 10.000 ACRE TRACT (HAYS COUNTY PROPERTY IDENTIFICATION NUMBER R22380) CONVEYED TO THE VETERANS LAND BOARD OF THE STATE OF TEXAS BY WARRANTY DEED DATED DECEMBER 2, 1983 AND RECORDED IN VOLUME 408, PAGE 163, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 9.993 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE REFERENCED TO SAID TRACT 3, BURNETT RANCH SUBDIVISION):

BEGINNING

at a 1/2-inch iron rod found in the northeast line of Sandy Point Road (road easement being 50 feet wide per plat) and marking the east corner of Tract 3 and the herein described tract;

THENCE

with the east line of said Tract 3, the following two (2) courses and distances:

- (1) South 32°17'51" West, a distance of 789.32 feet to a 1/2-inch iron rod found marking the west corner of Tract 1, Burnett Ranch and a reentrant corner of the herein described tract;
- (2) South 04°49'30" West, a distance of 317.77 feet to a 1/2-inch iron rod found marking the south east corner of the herein described tract;

THENCE

entering and crossing said Tract 3, the following two (2) courses and distances:

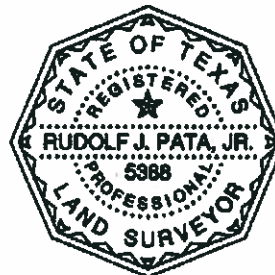
- (1) North 89°25'15" West, a distance of 413.90 feet to a 1/2-inch iron rod found marking the southwest corner of the herein described tract;
- (2) North 20°50'57" East, at 1212.90 feet passing a 1/2-inch iron rod found in the south line of said Sandy Point Road, continuing for a total distance of 1262.45 feet to a 1/2-inch iron rod found in the north line of Sandy Point Road and Tract 3 and marking the north corner of the herein described tract;

THENCE

South 64°09'00" East (bearing basis per plat), with said northeast line of Sandy Point Road and Tract 3, a distance of 458.96 feet to the POINT OF BEGINNING and containing 9.993 acres of land.

1/5/09
DATE

RUDOLF J. PATA, JR. RPLS #5388



Page 1 of 1

Driftwood Surveying
Professional Land Surveyors

P.O. Box 379
Wimberley, TX 78676
TEL (512) 847-7222 FAX (512) 847-7372
www.driftwoodsurveying.com

METES AND BOUNDS

9.993 ACRES OF LAND OUT OF TRACT 3,
BURNETT RANCH, SECTION 1, A SUBDIVISION IN
HAYS COUNTY, TEXAS

ADDRESS

SANDY POINT ROAD, WIMBERLEY, TEXAS

PREPARED FOR:

A. LUCIGNANI

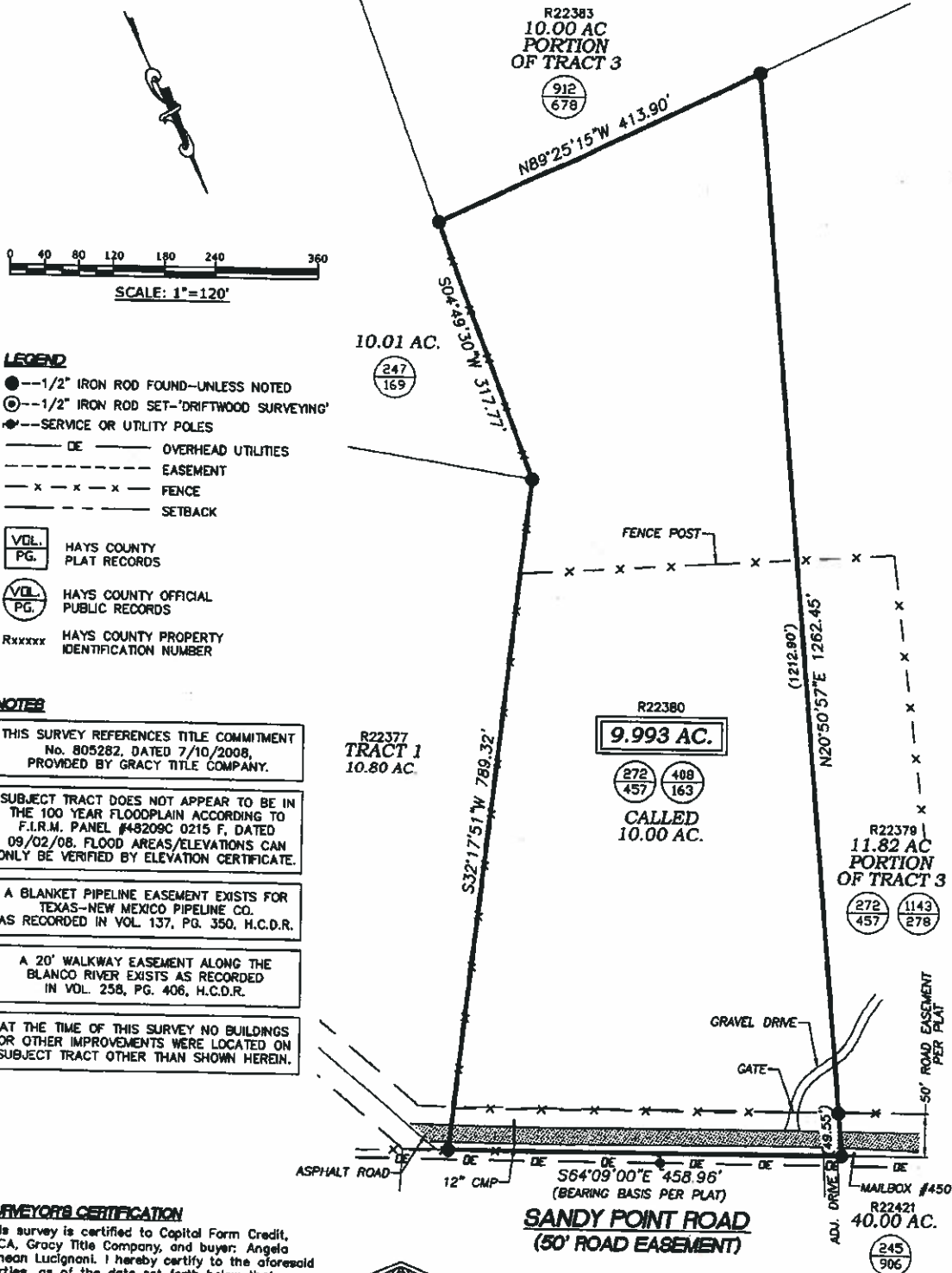
TITLE CO. FILE NO. 805282

COMMITMENT NO. 805282

DATE 01-05-09

PROJECT NO. HC15508

9.993 ACRES OF LAND
OUT OF TRACT 3, BURNETT RANCH, SECTION 1,
A SUBDIVISION IN HAYS COUNTY, TEXAS
VOLUME 1, PAGES 177-178, HAYS COUNTY PLAT RECORDS



NOTES

THIS SURVEY REFERENCES TITLE COMMITMENT No. 805282, DATED 7/10/2008, PROVIDED BY GRACY TITLE COMPANY.

SUBJECT TRACT DOES NOT APPEAR TO BE IN THE 100 YEAR FLOODPLAIN ACCORDING TO F.I.R.M. PANEL #48209C 0215 F, DATED 09/02/08. FLOOD AREAS/ELEVATIONS CAN ONLY BE VERIFIED BY ELEVATION CERTIFICATE.

A BLANKET PIPELINE EASEMENT EXISTS FOR TEXAS-NEW MEXICO PIPELINE CO. AS RECORDED IN VOL. 137, PG. 350, H.C.D.R.

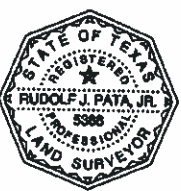
A 20' WALKWAY EASEMENT ALONG THE BLANCO RIVER EXISTS AS RECORDED IN VOL. 258, PG. 406, H.C.D.R.

AT THE TIME OF THIS SURVEY NO BUILDINGS OR OTHER IMPROVEMENTS WERE LOCATED ON SUBJECT TRACT OTHER THAN SHOWN HEREIN.

SURVEYOR'S CERTIFICATION

This survey is certified to Capital Farm Credit, FLCA, Gracy Title Company, and buyer: Angela Jonaeon Lucignoni. I hereby certify to the aforesaid parties, as of the date set forth below that a careful survey was made on the ground, under my supervision, of the tract of land described hereon, and that said survey substantially complies with the current Texas Society of Professional Surveyors Standards & Specifications for a Category 1a, Condition III Land Survey, and that said property has abutting access to and from a public roadway.

7/23/08
 DATE: RUDOLF J. PATA, JR. TX. RPLS #5388



Driftwood Surveying Professional Land Surveyors - Surveying the Hill Country		DATE: 7/22/08 FIELD CREW: RC/EG DRAWN: DOB CHECKED: RJP PROJ. NO: HCT15508 ONS. HAND TITLE REVISIONS: DATE
P.O. Box 370 Wimberley, TX 78678 PH. (512) 847-7222 FAX (512) 847-7572		
9.993 ACRES OF LAND OUT OF TRACT 3, BURNETT RANCH, SEC. 1 A SUBDIVISION IN HAYS COUNTY, TEXAS		
CLIENT: LUCIGNONI		Page 1 of 1 © 2008 ALL RIGHTS RESERVED

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM:

08-4-02 Dripping Springs Ranch, Replat of Lot 1A, a resubdivision of tracts 1 and 2; Consider approval of preliminary plan and call for public hearing on March 3, 2009

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

Dripping Springs Ranch is a recorded subdivision located off Westland Ridge Drive in Precinct 4. At this time Lot 1A is 19.021 acres. The proposed replat will divide this lot into 2 lots of 7.568 acres and 11.446 acres in size. These lots will be served by individual wells and individual OSSFs. This action will result in higher density, therefore public notification is required. There are no variances. The property is located within Dripping Springs ETJ and passed at City Council on January 13, 2009.

SCALE: 1"=100'



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute the Supplemental Agreement with Prime Strategies.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION
 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Please see attached. The supplemental agreement raises the not-to-exceed fees and the hourly rate of the contract with Prime Strategies executed on August 22, 2006. See attached Supplemental Agreement, Work Authorization Number 4 and Memo from Prime Strategies. All funding as needed will come from the 2008 Road Bond fund.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute the Supplemental Agreement with Prime Strategies

PREFERRED MEETING DATE REQUESTED: February 3, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER _____

COUNTY PURCHASING GUIDELINES FOLLOWED: _____

PAYMENT TERMS ACCEPTABLE: _____

COMMENTS:

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____ MDK _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

1508 S. Lamar Blvd.
Austin, Texas 78704
512.445.7074 Main
512.445.7064 Fax

Prime Strategies, Inc.

Memo

To: Judge Liz Sumter, Hays County
From: Mike Weaver, Prime Strategies, Inc.
CC: Bill Herzog, Hays County Auditor
Date: 1/26/2009
Re: Program Management Budget by Fiscal Year

As requested we are reallocating the proposed \$2,845,000.00 budget by fiscal year:

January 1, 2009 – September 30, 2009	\$775,000.00
October 1, 2009 – September 30, 2010	\$870,000.00
October 1, 2010 – September 30, 2011	\$646,000.00
October 1, 2011 – June 1, 2012	\$549,000.00
TOTAL	\$2,845,000.00

P:\Prime Strategies Data\Projects\HC-0300 Pass-Through PM\PSI contract\PSI Project Management Budget by Fiscal Year_1.22.09.doc

**WORK AUTHORIZATION NO. 4
SUPPLEMENTAL NO. 1**

This Work Authorization No.4, Supplemental No. 1 is made pursuant to the terms and conditions of **Section 3 – Work Authorizations** of **Exhibit II** to the **Authorization for Professional Services** between Hays County (Client) and Prime Strategies, Inc. (Consultant), dated August 22, 2006, and Work Authorization No. 4 dated January 28, 2008.

Part I. The Consultant will perform the services relating to the Hays County Pass Through Financing Program as described and attached as Exhibit A – Scope of Services. *No change from original Work Authorization No. 4*

Part II. The maximum amount payable for services under this Work Authorization No. 4 is as follows:

Section 1 – Program Management		
Hourly fee and expenses not to exceed		\$147,340.00
Section 2 – Engineering Program Management		
Hourly fee and expenses not to exceed		\$ 75,460.00
Section 3 – Public Involvement/CSD Services		
Hourly fee and expenses not to exceed		\$ 65,000.00

These fees are based upon the fees set forth in **Exhibit II Compensation for Professional Services** of the **Authorization for Professional Services**, which is attached and made part of this Work Authorization. *No change from original Work Authorization #4.*


Part III. Payment to the Contractor (Prime Strategies, Inc.) for the service established under this Work Authorization No. 4, Supplemental No. 1 shall be made in accordance with Provision 7 of the Authorization for Professional Services.

Part IV. Work Authorization No. 4, Supplemental No. 1 shall become effective on January 1, 2009, and shall terminate on February 28, 2009, unless extended by a supplemental Work Authorization as provided in **Section 3 of Exhibit II Compensation for Professional Services** of the **Authorization for Professional Services**.

Part V. Work Authorization No. 4, Supplemental No. 1 does not waive the parties' responsibilities and obligations provided under the Authorization for Professional Services.

In witness whereof, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONSULTANT: Prime Strategies, Inc.


Signature _____ Date 1/15/09

Michael J. Weaver, President
Typed/Printed Name and Title

THE CLIENT: Hays County

Signature _____ Date _____

Elizabeth Sumter, Hays County Judge
Typed/Printed Name and Title

LIST OF EXHIBITS

Exhibit A – Scope of Services

EXHIBIT A - SCOPE OF SERVICES

The services to be performed by Prime Strategies, Inc. under this Work Authorization No. 2 shall consist of the following program management services in support of the Hays County Pass Through Financing Program.

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

SECTION 1 – PROGRAM MANAGEMENT

1. Identify specific program activities and prepare pass through financing program organizational and management documents.
2. Meet with Commissioners and review priority construction and program phases.
3. Develop and refine cost estimates, implementation schedules, and action plans for priority projects.
4. Coordinate and schedule three (3) worksessions with the County and the County financial advisor to review County bond financing issues and identified Pass Through Financing program priority projects.
5. Work with the County financial advisor to determine the appropriate dollar amount for the first bond issue including, as necessary, materials for the official statement and bond rating agencies.
6. Assist County Departments and the County Auditor in developing the financial procedures, programs, and support documents to manage and monitor the pass through financing program.
7. Develop and update, as necessary, standardized professional service and construction contracts for pass through financing program activities.
8. Negotiate and seek Court approval of right-of-way acquisition team(s) contracts.
9. Assist the Right-of-Way teams, as necessary, in the coordination of acquisition services and the timely acquisition of right-of-way for pass through financing projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.

SECTION 2 – ENGINEERING PROGRAM MANAGEMENT

The *Consultant* will provide engineering program activities related to establishing the systems and procedures to implement the design and construction of the pass through financing projects, including:

Phase A Services – Engineering Oversight

1. Coordinate with various entities to review established goals, constraints, priorities, and responsibilities, and update as required.
2. Maintain an updated version of the Master Schedule for the Pass Through Financing Program, including planning activities, design, right-of-way acquisition and construction phases. Maintain and revise the Master Schedule, as necessary, during the course of this Work Authorization.
3. Continue to refine and revise, as necessary, the Pass Through Financing project development and delivery procedures, including coordination with all necessary stakeholders to ensure projects are developed to TxDOT standards.
4. Manage and oversee design firm activities during the Work Authorization period.
5. Manage and oversee the preparation of design and construction documents during the Work Authorization period, including:
 - a. Review scope of work for each road project.
 - b. Review reasonableness of engineering fee estimate for each project.
 - c. Assist Client in negotiation of contracts with selected firms.
 - d. Conduct kick-off meeting with project firm/team.
 - e. Perform design reviews in accordance with Pass Through Financing Program Procedures (TxDOT).
 - f. Review invoices.
 - g. Conduct a maximum of two (2) progress meeting per project, and conduct in-house audits of project consultant activities on a monthly basis.
 - h. Oversee submission of plans to TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ) formerly known as Natural Resources Conservation Commission (TNRCC), as required.
 - i. Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is complete.
6. Coordinate with County Engineer and other County representatives during project development.

SECTION 3 – PUBLIC INVOLVEMENT PROGRAM

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

1. Develop, with input provided by County Departments, stakeholder contact database to include, at a minimum:
 - a. Local, State and Federal elected officials
 - b. City Managers
 - c. Project property owners, as identified by design and/or right-of-way consultants
 - d. Police, Sheriff, Fire, EMS representatives
 - e. School Districts
 - f. Utility providers
2. Provide direction to Hays County in its development and maintenance of a Pass Through Financing program website. Consultant may provide content as needed.
3. Develop and seek to place periodic update stories for high-profile Pass Through Financing projects in newspaper columns such as “Getting There” in the Austin American Statesman, as well as in local Hays County/community and Spanish-language papers to provide proactive opportunities for communication.

**WORK AUTHORIZATION NO. 4
SUPPLEMENTAL NO. 1**

This Work Authorization No.4, Supplemental No. 1 is made pursuant to the terms and conditions of **Section 3 – Work Authorizations of Exhibit II to the Authorization for Professional Services** between Hays County (Client) and Prime Strategies, Inc. (Consultant), dated August 22, 2006, and Work Authorization No. 4 dated January 28, 2008.

Part I. The Consultant will perform the services relating to the Hays County Pass Through Financing Program as described and attached as Exhibit A – Scope of Services. *No change from original Work Authorization No. 4*

Part II. The maximum amount payable for services under this Work Authorization No. 4 is as follows:

Section 1 – Program Management

Hourly fee and expenses not to exceed \$147,340.00

Section 2 – Engineering Program Management

Hourly fee and expenses not to exceed \$ 75,460.00

Section 3 – Public Involvement/CSD Services

Hourly fee and expenses not to exceed \$ 65,000.00

These fees are based upon the fees set forth in **Exhibit II Compensation for Professional Services** of the **Authorization for Professional Services**, which is attached and made part of this Work Authorization. *No change from original Work Authorization #4.*


Part III. Payment to the Contractor (Prime Strategies, Inc.) for the service established under this Work Authorization No. 4, Supplemental No. 1 shall be made in accordance with Provision 7 of the Authorization for Professional Services.

Part IV. Work Authorization No. 4, Supplemental No. 1 shall become effective on January 1, 2009, and shall terminate on February 28, 2009, unless extended by a supplemental Work Authorization as provided in **Section 3 of Exhibit II Compensation for Professional Services** of the **Authorization for Professional Services**.

Part V. Work Authorization No. 4, Supplemental No. 1 does not waive the parties' responsibilities and obligations provided under the Authorization for Professional Services.

In witness whereof, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONSULTANT: Prime Strategies, Inc.

 Date 1/15/09
Signature

Michael J. Weaver, President
Typed/Printed Name and Title

THE CLIENT: Hays County

Signature Date _____

Elizabeth Sumter, Hays County Judge
Typed/Printed Name and Title

LIST OF EXHIBITS

Exhibit A – Scope of Services

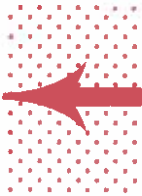


EXHIBIT A - SCOPE OF SERVICES

The services to be performed by Prime Strategies, Inc. under this Work Authorization No. 2 shall consist of the following program management services in support of the Hays County Pass Through Financing Program.

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

SECTION 1 – PROGRAM MANAGEMENT

1. Identify specific program activities and prepare pass through financing program organizational and management documents.
2. Meet with Commissioners and review priority construction and program phases.
3. Develop and refine cost estimates, implementation schedules, and action plans for priority projects.
4. Coordinate and schedule three (3) worksessions with the County and the County financial advisor to review County bond financing issues and identified Pass Through Financing program priority projects.
5. Work with the County financial advisor to determine the appropriate dollar amount for the first bond issue including, as necessary, materials for the official statement and bond rating agencies.
6. Assist County Departments and the County Auditor in developing the financial procedures, programs, and support documents to manage and monitor the pass through financing program.
7. Develop and update, as necessary, standardized professional service and construction contracts for pass through financing program activities.
8. Negotiate and seek Court approval of right-of-way acquisition team(s) contracts.
9. Assist the Right-of-Way teams, as necessary, in the coordination of acquisition services and the timely acquisition of right-of-way for pass through financing projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.

SECTION 2 – ENGINEERING PROGRAM MANAGEMENT

The *Consultant* will provide engineering program activities related to establishing the systems and procedures to implement the design and construction of the pass through financing projects, including:

Phase A Services – Engineering Oversight

1. Coordinate with various entities to review established goals, constraints, priorities, and responsibilities, and update as required.
2. Maintain an updated version of the Master Schedule for the Pass Through Financing Program, including planning activities, design, right-of-way acquisition and construction phases. Maintain and revise the Master Schedule, as necessary, during the course of this Work Authorization.
3. Continue to refine and revise, as necessary, the Pass Through Financing project development and delivery procedures, including coordination with all necessary stakeholders to ensure projects are developed to TxDOT standards.
4. Manage and oversee design firm activities during the Work Authorization period.
5. Manage and-oversee the preparation of design and construction documents during the Work Authorization period, including:
 - a. Review scope of work for each road project.
 - b. Review reasonableness of engineering fee estimate for each project.
 - c. Assist Client in negotiation of contracts with selected firms.
 - d. Conduct kick-off meeting with project firm/team.
 - e. Perform design reviews in accordance with Pass Through Financing Program Procedures (TxDOT).
 - f. Review invoices.
 - g. Conduct a maximum of two (2) progress meeting per project, and conduct in-house audits of project consultant activities on a monthly basis.
 - h. Oversee submission of plans to TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ) formerly known as Natural Resources Conservation Commission (TNRCC), as required.
 - i. Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is complete.
6. Coordinate with County Engineer and other County representatives during project development.

SECTION 3 – PUBLIC INVOLVEMENT PROGRAM

The ***Consultant*** shall furnish materials required to perform the services except as otherwise specified in services to be provided by ***Client***.

1. Develop, with input provided by County Departments, stakeholder contact database to include, at a minimum:
 - a. Local, State and Federal elected officials
 - b. City Managers
 - c. Project property owners, as identified by design and/or right-of-way consultants
 - d. Police, Sheriff, Fire, EMS representatives
 - e. School Districts
 - f. Utility providers
2. Provide direction to Hays County in its development and maintenance of a Pass Through Financing program website. Consultant may provide content as needed.
3. Develop and seek to place periodic update stories for high-profile Pass Through Financing projects in newspaper columns such as “Getting There” in the Austin American Statesman, as well as in local Hays County/community and Spanish-language papers to provide proactive opportunities for communication.

EXHIBIT I

SCOPE OF SERVICES

The services to be performed by the *Consultant* under the initial phase of this contract shall consist of providing program engineering management services required to initiate and monitor production of contract documents for the projects in the pass through financing program.

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

SECTION 1 – PROGRAM MANAGEMENT

- 1.1 Identify specific program activities and prepare pass through financing program organizational and management documents.
- 1.2 Meet with Commissioners and identify priority construction projects.
- 1.3 Develop cost estimates and implementation schedules for priority projects.
- 1.4 Work with the County financial advisor to determine the appropriate dollar amount for the first bond issue including, as necessary, materials for the official statement and bond rating agencies.
- 1.5 Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
- 1.6 Request qualification statements from engineering firms for design services, and for other service providers, as necessary.
- 1.7 Pre-qualify firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
- 1.8 Assist the County's accounting consultants and the County Auditor in developing the financial procedures, programs, and support documents to manage and monitor the pass through financing program.
- 1.9 Develop standardized professional service and construction contracts for pass through financing program activities.
- 1.10 Coordinate County Commissioners and key construction management and construction personnel appearances and presentations to elected official, governmental bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chamber of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc. regarding the pass through financing program and projects.

**PRIME
STRATEGIES,
INC.**

1508 S. Lamar Blvd.

Austin, Texas 78704

Voice 512.445.7074

Fax 512.445.7064



- 1.11 Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting and production of materials and exhibits for the individual meetings.
- 1.12 Assist the Right-of-Way teams, as necessary, in the coordination of acquisition services and the timely acquisition of right-of-way for pass through financing projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
- 1.13 Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County pass through financing projects. Coordinating environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
- 1.14 Design, create, and erect all project signage for the pass through financing projects in the county.

SECTION 2 – ENGINEERING PROGRAM MANAGEMENT

The **Consultant** shall provide management assistance to the Program Manager by performing the following activities:

- 2.1 Update, as necessary, standardized professional service contracts for engineering design services and construction observer activities.

The **Consultant** will provide engineering program activities related to establishing the systems and procedures to implement the design and construction of the pass through financing projects, including:

Phase A Services – Engineering Oversight

1. Coordinate with various entities to review established goals, constraints, priorities, and responsibilities, and update as required.
2. Maintain an updated version of the Master Schedule for the Pass Through Financing Program, including planning activities, design, right-of-way acquisition and construction phases./ Maintain and revise the Master Schedule, as necessary, during the course of this Work Authorization.
3. Continue to refine and revise, as necessary, the Pass Through Financing project development and delivery procedures, including coordination with all necessary stakeholders to ensure projects are developed to TxDOT standards.
4. Manage and oversee design firm activities during the Work Authorization period.
5. Manage and oversee the preparation of construction documents during the Work Authorization period, including:

- a) Review scope of work for each road project.
 - b) Review reasonableness of engineering fee estimate for each project.
 - c) Assist Client in negotiation of contracts with selected firms.
 - d) Conduct kick-off meeting with project firm/team.
 - e) Perform design reviews in accordance with Pass Through Financing Program Procedures (TxDOT).
 - f) Review invoices.
 - g) Conduct a maximum of six (6) progress meeting per project, and conduct in-house audits of project consultant activities on a monthly basis.
 - h) Oversee submission of plans to TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ) formerly known as Natural Resources Conservation Commission (TNRCC), as required.
 - i) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is complete.
6. Implement and maintain project database service to facilitate project management and coordination of design efforts.
 7. Coordinate with County Engineer and other County representatives during project development.
 8. Provide oversight for design consultants performing utility relocation design and coordination.
 9. Provide assistance to design engineers with bid phase services in preparation for construction, including, but not limited to:
 - a) Assist in preparing Bid Documents.
 - b) Assist in Advertisement of road project.
 - c) Prepare and distribute Addendums, as necessary.
 - d) Conduct a Pre-Bid meeting.
 - e) Conduct a tabulation and evaluation of bids and contractors.
 - f) Recommend a contract award.

EXHIBIT II

PRIME STRATEGIES, INC. HOURLY BILLING RATE SCHEDULE

Principal	\$285.00
Senior Engineer/Senior Planner	\$275.00
Project Manager/Planner	\$150.00
Technical Support	\$125.00
Administrative Support	\$100.00
Clerical	\$ 80.00

*Hourly rates shall increase by 3% for the calendar year beginning January 1, 2010 and shall increase by 3% for each successive calendar year thereafter on January 1.

REIMBURSABLE EXPENSES

Direct expenses shall be those costs incurred on behalf of the Client for project efforts, including but not limited to, necessary transportation costs including mileage at current IRS approved rate when automobiles are used, airline travel when approved by the County, meals and lodging, computer and printing service bureau charges, telephone, facsimile, delivery service, reproduction, and binding charges. Reimbursements for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Prime Strategies, Inc.

IN WITNESS WHEREOF, the *County* and the *Program Manager* have executed this supplemental agreement in duplicate,

PROGRAM MANAGER:

Prime Strategies, Inc.

By: 

Signature

Mike Weaver

Printed Name

President

Title

1/21/09

Date

COUNTY:

Hays County, Texas

By: _____

Signature

Elizabeth Sumter

Printed Name

County Judge

Title

Date

EXHIBIT I

SCOPE OF SERVICES

The services to be performed by the *Consultant* under the initial phase of this contract shall consist of providing program engineering management services required to initiate and monitor production of contract documents for the projects in the pass through financing program.

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

SECTION 1 – PROGRAM MANAGEMENT

- 1.1 Identify specific program activities and prepare pass through financing program organizational and management documents.
- 1.2 Meet with Commissioners and identify priority construction projects.
- 1.3 Develop cost estimates and implementation schedules for priority projects.
- 1.4 Work with the County financial advisor to determine the appropriate dollar amount for the first bond issue including, as necessary, materials for the official statement and bond rating agencies.
- 1.5 Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
- 1.6 Request qualification statements from engineering firms for design services, and for other service providers, as necessary.
- 1.7 Pre-qualify firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
- 1.8 Assist the County's accounting consultants and the County Auditor in developing the financial procedures, programs, and support documents to manage and monitor the pass through financing program.
- 1.9 Develop standardized professional service and construction contracts for pass through financing program activities.
- 1.10 Coordinate County Commissioners and key construction management and construction personnel appearances and presentations to elected official, governmental bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chamber of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc. regarding the pass through financing program and projects.

**PRIME
STRATEGIES,
INC.**

1508 S. Lamar Blvd.

Austin, Texas 78704

Voice 512.445.7074

Fax 512.445.7064



- 1.11 Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting and production of materials and exhibits for the individual meetings.
- 1.12 Assist the Right-of-Way teams, as necessary, in the coordination of acquisition services and the timely acquisition of right-of-way for pass through financing projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
- 1.13 Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County pass through financing projects. Coordinating environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
- 1.14 Design, create, and erect all project signage for the pass through financing projects in the county.

SECTION 2 – ENGINEERING PROGRAM MANAGEMENT

The *Consultant* shall provide management assistance to the Program Manager by performing the following activities:

- 2.1 Update, as necessary, standardized professional service contracts for engineering design services and construction observer activities.

The *Consultant* will provide engineering program activities related to establishing the systems and procedures to implement the design and construction of the pass through financing projects, including:

Phase A Services – Engineering Oversight

1. Coordinate with various entities to review established goals, constraints, priorities, and responsibilities, and update as required.
2. Maintain an updated version of the Master Schedule for the Pass Through Financing Program, including planning activities, design, right-of-way acquisition and construction phases./ Maintain and revise the Master Schedule, as necessary, during the course of this Work Authorization.
3. Continue to refine and revise, as necessary, the Pass Through Financing project development and delivery procedures, including coordination with all necessary stakeholders to ensure projects are developed to TxDOT standards.
4. Manage and oversee design firm activities during the Work Authorization period.
5. Manage and oversee the preparation of construction documents during the Work Authorization period, including:

- a) Review scope of work for each road project.
 - b) Review reasonableness of engineering fee estimate for each project.
 - c) Assist Client in negotiation of contracts with selected firms.
 - d) Conduct kick-off meeting with project firm/team.
 - e) Perform design reviews in accordance with Pass Through Financing Program Procedures (TxDOT).
 - f) Review invoices.
 - g) Conduct a maximum of six (6) progress meeting per project, and conduct in-house audits of project consultant activities on a monthly basis.
 - h) Oversee submission of plans to TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ) formerly known as Natural Resources Conservation Commission (TNRCC), as required.
 - i) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction in complete.
6. Implement and maintain project database service to facilitate project management and coordination of design efforts.
 7. Coordinate with County Engineer and other County representatives during project development.
 8. Provide oversight for design consultants performing utility relocation design and coordination.
 9. Provide assistance to design engineers with bid phase services in preparation for construction, including, but not limited to:
 - a) Assist in preparing Bid Documents.
 - b) Assist in Advertisement of road project.
 - c) Prepare and distribute Addendums, as necessary.
 - d) Conduct a Pre-Bid meeting.
 - e) Conduct a tabulation and evaluation of bids and contractors.
 - f) Recommend a contract award.

EXHIBIT II

PRIME STRATEGIES, INC. HOURLY BILLING RATE SCHEDULE

Principal	\$285.00
Senior Engineer/Senior Planner	\$275.00
Project Manager/Planner	\$150.00
Technical Support	\$125.00
Administrative Support	\$100.00
Clerical	\$ 80.00

*Hourly rates shall increase by 3% for the calendar year beginning January 1, 2010 and shall increase by 3% for each successive calendar year thereafter on January 1.

REIMBURSABLE EXPENSES

Direct expenses shall be those costs incurred on behalf of the Client for project efforts, including but not limited to, necessary transportation costs including mileage at current IRS approved rate when automobiles are used, airline travel when approved by the County, meals and lodging, computer and printing service bureau charges, telephone, facsimile, delivery service, reproduction, and binding charges. Reimbursements for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Prime Strategies, Inc.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to authorize payroll deduction for the United Way fundraising campaign.

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED: 2/3/09

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Will Conley

SPONSORED BY: Will Conley

SUMMARY:

Hays County will participate in a United Way fundraising campaign during the months of June and July 2009. I would like to initiate a payroll deduction option for employees that would prefer that choice.

Why Donate To United Way of Hays County

1. Our mission statement says it all: To build strong families, help kids succeed and promote health and independence.
 - ❑ United Way supported services strengthen families by helping them overcome economic and emotional problems.
 - ❑ We help children succeed in school and build relationships, values and character.
 - ❑ The United Way of Hays County assists children, adults and seniors with illnesses, disabilities and other challenges to achieve the health and independence they deserve.
2. We serve thousands of Hays County residents through our 20 partner agencies and our community impact initiatives.
 - ❑ Agencies
 - ❑ American Red Cross of Central Texas – Hays County Branch
 - ❑ Boy Scouts of America, Capital Area Council
 - ❑ Boys & Girls Clubs of South Central Texas
 - ❑ Camp Fire USA
 - ❑ CASA – Court Appointed Special Advocates of Central Texas
 - ❑ Central Texas Medical Center Home Health
 - ❑ Central Texas Medical Center Hospice
 - ❑ CFPO Police Athletic League Youth Sports
 - ❑ Combined Community Action / Meals on Wheels
 - ❑ Community Action Prescription Program
 - ❑ Early Childhood Intervention / Hays County Homespun
 - ❑ Greater San Marcos Youth Council
 - ❑ Girl Scouts – Lone Star Council
 - ❑ Hays-Caldwell Council on Alcohol and Drug Abuse
 - ❑ Hays-Caldwell Women's Center
 - ❑ Hays County Area Food Bank
 - ❑ Hays County Salvation Army
 - ❑ RSVP – Retired & Senior Volunteer Program
 - ❑ San Marcos Housing Authority – Resident Services
 - ❑ Southside Community Center
 - ❑ FamilyWize Prescription cards – free prescription discount cards available through United Way of Hays County; more information at familywize.org
 - ❑ Success by 6 – a coalition of community partners dedicated to increasing school readiness as well as the quality of life for children during the critical years by supporting and providing resources to families and caregivers.
3. Your dollars stay local...what is raised here, stays here.
4. Your gift is 100% tax deductible and is divided among our 20 partner agencies

LIVE UNITED™



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to execute resolution authorizing certain individuals as signatories for contract documents associated with the Office of Rural Community Affairs, Texas Community Development Block Grant Program award for the Cedar Oak Mesa Water System Improvement Project.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION
 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Conley

SUMMARY:

On July 29, 2008 the Commissioners Court accepted a grant of \$250,000 from the Office of Rural Community Affairs, Texas Community Development Block Grant program for water system improvements for the Cedar Oak Mesa Water Supply Corporation (WSC), serving approximately 300 lots in the Campfire No. 2 subdivision near Wimberley. Local matching funds in the amount of \$25,000 were provided through the Cedar Oak Mesa WSC. Contracts have been awarded for both project administration and engineering services for this project.

The attached resolution, upon execution, will allow the designated officials to sign contractual documents related to the direct deposit of grant funds, invoices for payment, contractor local opportunity plan (affirmative action) requirements, designation of a labor standards officer, an established complaint procedure, and other such documents as necessary to implement the project.

These are all standard documents associated with award and execution of this type of grant.

RESOLUTION

Hays County

WHEREAS; Hays County has been funded by the Office of Rural Community Affairs under the Texas Community Development Block Grant Program, and

WHEREAS; the County needs to authorize certain individuals as signatories for contractual documents associated with this grant.

NOW THEREFORE BE IT RESOLVED that the following individual will also be designated to sign:

State of Texas Purchase Vouchers

County Judge

County Treasurer

County Auditor

Requests for Advance or Reimbursement

County Judge

County Treasurer

County Auditor

Passed and approved the _____ day of _____, 2009 by the Hays County Commissioners Court.

Liz Sumter, County Judge

Debbie Ingalsbe, Pct. 1

Jeff Barton, Pct. 2

Will Conley, Pct. 3

Karen Ford, Pct. 4

A701

Appointment of Labor Standards Officer

Contractor Locality: Hays County Contract No: 728190

I, Liz Sumter, hereby appoint Langford Community Management Services, as
(Print Mayor/County Judge) (Print Name)

the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the Texas Community Development Block Grant Program Project Implementation Manual**.

Appointed Labor Standards Officer: Langford Community Management Services
(Print Name)

Address: 13740 Research Blvd., Suite G1

City: Austin State: TX Zip: 78750

Telephone Number: (512) 452-0432 Fax Number: (512) 452-5380

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: 
(Labor Standards Officer)

Date 1/19/09

Appointed by: Liz Sumter Title: County Judge

Signature: _____

Date: _____

A202

Depository/Authorized Signatories Designation Form
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM

Contractor Hays County TxCDBG Contract No. 728190

The financial lending institution listed here will serve as the depository for the Texas Community Development Block Grant Program contract funds:

(Name of Lending Institution)

(Address)

(City, State Zip Code)

Fund Account Number: _____

The individuals listed below are designated by resolution as authorized signators for contractual documents—(At least two (2) Signatories Required)

Liz Sumter

(Name)

County Judge

(Title)

(Signature)

Michele Tuttle

(Name)

County Treasurer

(Title)

(Signature)

Bill Herzog

(Name)

County Auditor

(Title)

(Signature)

(Name)

(Title)

(Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signators must be submitted along with this form.

A201**Direct Deposit Authorization Form**TxCDBG Contract Number: 728190

For Comptroller's use only

VENDOR DIRECT DEPOSIT AUTHORIZATION**INSTRUCTIONS**

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Financial institution must complete Section 4.

- Section 7 must be completed by the paying state agency.
- Check all appropriate box(es).

For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3 & 4)	<input type="checkbox"/> Change financial institution (Sections 2, 3 & 4)
	<input type="checkbox"/> Cancellation (Sections 2 & 3)	<input type="checkbox"/> Change account number (Sections 2, 3 & 4)
	<input type="checkbox"/> Exemption (Sections 2 & 5)	<input type="checkbox"/> Change account type (Sections 2, 3 & 4)

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number or Federal Employer's Identification (FEI) <u> </u>		2. Mail code (If not known, will be completed by Paying State Agency) <u> </u>	
	3. Name Hays County		4. Business phone number (512) 393-2205	
	5. Street address 111 E. San Antonio St.	6. City San Marcos	7. State Texas	8. ZIP code 78666

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. Pursuant to Section 403.016, Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.		
	I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repeated.		
	10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION (Must be completed by financial institution representative.)

SECTION 4	13. Financial institution name		14. City	15. State
	16. Routing transit number	17. Customer account number (Dashes required <input type="checkbox"/> YES)		18. Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	19. Representative name (Please print)		20. Title	
	21. Representative signature (Optional)		22. Phone number ()	23. Date

EXEMPTION: I claim exemption and request payment by state warrant (check) because:

SECTION 5	I am unable to establish a qualifying account at a financial institution.		
	24. Authorized signature	25. Printed name	26. Date

CANCELLATION BY AGENCY

SEC. 6	27. Reason	28. Date
--------	------------	----------

PAYING STATE AGENCY

SECTION 7	29. Signature		30. Printed name	
	31. Agency name		32. Agency number	
	33. Comments	34. Phone number ()	35. Date	

Submit the completed form to a state agency with which you are conducting business. This agency will be designated as your custodial agency. If the direct deposit instructions need to be updated or cancelled, you must contact this agency.

Local Opportunity Plan

Hays County agrees to implement the following specific affirmative action steps to increase the utilization of business concerns located within its boundaries.

A. Identify eligible business concerns for TxCDBG assisted contracts through: the Chamber of Commerce, the Urban League, local advertising media including public signage; project area committees, citizen advisory boards; lists available through the local HUD program official; regional planning agencies, and all other appropriate referral sources.

B. Maintain a list of eligible business concerns for utilization in TxCDBG funded procurements, to insure that all appropriate project area business concerns are notified of pending contractual opportunities, and to make available this list for general city procurement needs.

C. Require all bidders on contracts to submit a written Local Opportunity Plan including utilization goals and the specific steps planned to accomplish these goals.

D. Maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

E. Appoint or recruit an executive official of the city as Equal Opportunity Officer to coordinate the implementation of this plan.

As officers and representatives of, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Liz Sumter
County Judge

Date

Signature

Linda Fritsche
County Clerk

Date

COMPLAINT PROCEDURE

HAYS COUNTY

Any person living within Hays County who has a comment or complaint regarding the County may submit such comment or complaint in writing to the Judge at the Courthouse, 111 E. San Antonio St., Suite 300, San Marcos, Texas 78666.

The County Judge or their appointee will investigate the comment or complaint and report findings to the Commissioners Court.

The Commissioners Court shall notify the complainant of the findings of the investigation in writing within 15 working days after being presented in a regularly scheduled meeting of the Commissioners Court and what action, if any, is deemed necessary.

A copy of the above outlined comment and/or complaint procedures can be obtained at the County Courthouse in San Marcos, Texas, between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday (except holidays).

Liz Sumter, County Judge
Hays County

START-UP INSTRUCTIONS FOR THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT

1. Checking Account

- a. Open a separate non-interest bearing account for the grant funds. All checks written on this account should require two signatures.
- b. All funds received from the Texas Community Development Block Grant Program relating to this grant, should be deposited directly to this account.
- c. No expenditure should be made from this account that does not specifically pertain to this grant.
- d. A direct deposit authorization form must be completed for the grant account. After entering the County's information, please have the bank enter its information.

2. Resolution for Signatories

- a. This is the resolution that the Court should have adopted at its next meeting.
- b. Once the resolution is passed, the authorized signatories must sign the depository/authorized signatories designation form.

3. Labor Standards Officer

The County Judge should sign this form appointing our firm as Labor Standards Officer.

4. Contractor Locality Local Opportunity Plan

Two representatives from the locality, usually the Judge and County Clerk, sign the attached form for the files.

5. Complaint Procedure

The Judge should sign this form defining the complaint procedure for the County.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's office

no later than 12:00 noon on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to approve the request for refund of taxes paid.

Consent, Action, Executive Session, Etc. – Action

MEETING DATE REQUESTED: February 3, 2009

REQUESTED BY: Luanne Caraway

FUNDS REQUIRED: None

SUMMARY: You will find attached a memo explaining this request as well as the backup information from the taxpayer's attorney and the court documents.

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

ACTION TAKEN / ACTION REQUIRED:

HAYS COUNTY TAX ASSESSOR-COLLECTOR
LUANNE CARAWAY, RTA



COURTHOUSE ANNEX, 102 LBJ DRIVE
SAN MARCOS, TEXAS 78666-5691
PHONE (512) 393-5545

MEMO

Date: January 28, 2009

To: Hays County Judge and Commissioners

From: Luanne Caraway, Hays County Tax Assessor-Collector

Re: Request for Reimbursement of Taxes by John Kimbro, 57 acres, Account No. R16175

Attached is the documentation regarding the request of John Kimbro and his attorney, Joe Malone, for a refund of taxes paid on Account No. R16175. Mr. Kimbro bought the property at a foreclosure sale conducted by Constable James Kohler on March 4, 2008. Once the sale was completed Mr. Kimbro came into the tax office and paid the 2007 taxes in the total amount of \$11,217.76, see attached copy of paid tax receipt.

On March 25, 2008, after Mr. Kimbro paid the taxes, the Court ordered that the sale be set aside and the property had to be deeded back to the owner. Consequently, Mr. Kimbro did not maintain ownership of the property and would not have paid the taxes had he known that there would be a possibility of having to return the property. I believe that the right thing to do is to return the funds to Mr. Kimbro in full. According to the Texas Property Tax Code, Section 31.11, the governing body must determine if such payment was erroneous since the payment is more than \$2,500.

Please consider the facts of this case and authorize me to refund said taxes to Mr. Kimbro. Once the refund is made we will bill the current owner for the same amount that was paid in March 2008. If that amount is not paid within 21 days we will turn the account over to the delinquent tax attorneys to pursue collection. This request was approved by the Hays CISD Board of Trustees on Monday, January 26, 2009.

Thank you for your attention to this matter.

STEVENS & MALONE, L.L.P.

ATTORNEYS AT LAW

150 FM 3237
P.O. Box 727
Wimberley, Texas 78676

MICHAEL D. STEVENS
JOSEPH J. MALONE

Tele: (512) 847-2279
FAX: (512) 847-5131

December 30, 2008

VIA HAND DELIVERY

Ms. Luanne Caraway
Tax Assessor / Collector
Hays County Tax Office
102 N. LBJ Drive
San Marcos, Texas 78666

RE: Request for Refund of Erroneous Tax Payment pursuant to Section 31.11 of
Property Tax Code to John Kimbro, concerning 57 acres of land, Hays County,
Texas, Account No. R16175

Dear Ms. Caraway:

On March 4, 2008, our client, John Kimbro, purchased 57 acres of land located in Hays County, Texas at an execution sale held under the direction of Constable James Kohler. Immediately after purchasing this property, Mr. Kimbro paid the taxes owed on the property in the amount of \$11,217.76.

On March 25, 2008, by Order of the Court in Cause No. D-1-GN-07-004002 in the 250th Judicial District Court of Travis County, Texas, the Travis County District Court set aside the Default Judgment on which the Constable executed the sale of the 57 acres of land. Accordingly, the deed from Constable Kohler to John Kimbro was rendered invalid.

On behalf of Mr. Kimbro, pursuant to section 31.11 of the Property Tax Code we respectfully request that Mr. Kimbro be refunded the \$11,217.76, which amount represents the erroneous taxes he paid in connection with this property.

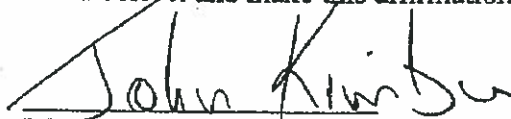
Thank you for your attention to this matter. Please contact me with any questions or concerns.

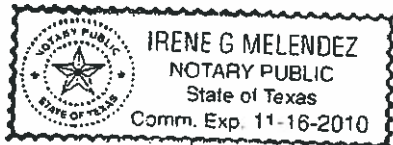
Sincerely,

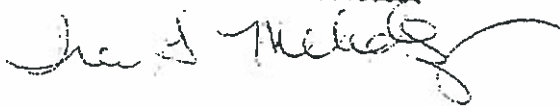

Joseph J. Malone

AFFIRMATION

I, John Kimbro, swear under oath and affirm that the content of this letter / application for the refund of erroneously paid taxes is true and correct and make this affirmation pursuant to Section 31.11(e) of the Property Tax Code.


John Kimbro





REPRINTED TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: **SM-2008-290308**

Payor: JOHN J KIMBRO ()
PO BOX 1210
KYLE, TX 78640

Owner: KYLE MORTGAGE INVESTORS LLC
(O0082665)
% LINDA PASTEL
11500 SAN VICENTE BLVD, APT 220
LOS ANGELES, CA 90049

Quick Ref ID: R16175
Owner: KYLE MORTGAGE INVESTORS LLC
(O0082665) - 100%
Owner Address: % LINDA PASTEL
11500 SAN VICENTE BLVD, APT 220
LOS ANGELES, CA 90049

Property: 10-0360-0014-00000-2
Legal Description: A0360 SAMUEL PHARASS SURVEY,
ACRES 57.26, (1.00 AC @ MKT)
Situs Address: W FM 150 & OLD STAGECOACH RD
KYLE, TX 78640

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty & Interest	Amount Paid
2007						
Plum Creek		0.017800	79.57	79.57	7.16	86.73
Hays Consolidated		1.461300	6,532.45	6,532.45	587.92	7,120.37
Special Road Dist		0.086000	384.45	384.45	34.60	419.05
Plum Creek		0.018000	80.47	80.47	7.24	87.71
Hays County		0.371400	1,660.27	1,660.27	149.43	1,809.70
Hays Co ESD #5		0.077000	344.21	344.21	30.97	375.18
City Of Kyle		0.270700	1,210.11	1,210.11	108.91	1,319.02
Total Payment Amount						11,217.76
Check Payment (Ref # 2748) Tendered						11,217.76
Total Tendered						11,217.76

Date Paid: 03/04/2008

Effective Date: 03/04/2008

Station: Alice

Cashier: Alice B

80005545 Bk Vol Pg
0PR 3341 492

CONSTABLE'S DEED

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HAYS §

Cause Number: D-1-GN-07-004002

WHEREAS, by virtue of a certain Order of Sale issued by the clerk of the 250TH Judicial District Court of Travis County, Texas in Cause Number D-1-GN-07-004002, styled E.C. MOORE ENGINEERING, LP f/k/a THE MOORE GROUP, INC. v. KYLE MORTGAGE INVESTORS, LLC on a certain Final Judgment rendered in said court; I, James H. Kohler, Constable for Hays County, Texas, did on February 4, 2008, at 9:55 a.m., in obedience to said Order of Sale, seize and levy upon all estate, right, title, claim and interest which the Defendant had on the date of said Judgment in and to the premises hereinafter described; and on the first Tuesday of March, 2008, the same being on the 4th between the hours of 10:00 a.m. and 4:00 p.m., as prescribed by law, did sell said premises at public auction in the County of Hays, at the front door of the Courthouse thereof, in the City of San Marcos, Texas, having first given public notice of the time and place of said sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of the sale, beginning on February 13, 2008, in the Hays Free Press, a newspaper published in the County of Hays, stating therein the authority by virtue of which such sale was to be made, the time of the levy, the time and place of the sale, and a description of the property that was to be sold, together with other information required by law, and by mailing copies of such notice to all defendants as required by law; and

WHEREAS, at said sale, said premises were sold to JOHN KIMBRO, for the sum of \$261,000.00, subject to the Defendant's right of redemption, that being the highest bid for the same, and said sale being duly conducted; and

WHEREAS, the said purchaser of P.O. Box 1210, KYLE TX 78640, has paid said sum of \$261,000.00, the receipt of which is hereby acknowledged;

WHEREAS, JOHN KIMBRO, having submitted a successful bid, exhibited to me, James H. Kohler, Constable of Hays County, an unexpired written statement issued by the office of the Hays County Tax Collector verifying that 1) there were no delinquent ad valorem taxes owed by JOHN KIMBRO said

Bk Vol Pg
80005545 OPR 3341 493

purchaser, to the County, and 2) for each school district or municipality having territory in Hays County there are no known reported delinquent ad valorem taxes owed by JOHN KIMBRO to that school district or municipality.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the premises in said Final Judgment and Order of Sale, I, James H. Kohler, Constable of Hays County, Texas, do grant, sell, and convey unto JOHN KIMBRO all the estate, right, title, interest, and claim which Defendant had on the date said Final Judgment was rendered or at any time afterwards, in and to the premises described in said Order of Sale, and further described as follows to-wit:

57.280 ACRES OF LAND, OUT OF THE SAMUEL PHARASS SURVEY,
ABSTRACT NO. 360, IN HAYS COUNTY, TEXAS, ~~RECORDED ON THE~~
~~MAP OR PLAT THEREOF AT VOLUME 2072, PAGE 1 OF THE OFFICIAL~~
~~PUBLIC RECORDS OF HAYS COUNTY, TEXAS. AND MORE~~
PARTICULARLY DESCRIBED IN EXHIBIT *2/5*
"A" ATTACHED HERETO FOR ALL LEGAL
AND RELEVANT PURPOSES.

TO HAVE AND TO HOLD the above described property unto said JOHN KIMBRO, and his or her assigns forever as fully and absolutely as I, Constable as aforesaid, can convey by virtue of said Final Judgment and said Order of Sale, subject to the Defendant's right to redeem the same in the manner prescribed by law.


80005545 Bk Vol Pg
DPR 3341 494IN TESTIMONY WHEREOF I hereunto set my hand this March 4, 2008.
James H. Kohler, Constable

THE STATE OF TEXAS

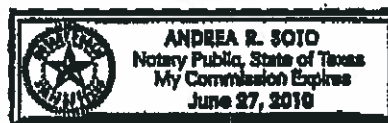
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COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared James H. Kohler, Constable of Hays County, Texas, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS March 4, 2008.

Notary Public
In and for
The State of Texas



RETURN TO:

Blk Vol Pg Ps
04008047-001 288 341 153 495
00083545-001 288 341 153 495

57.260 Acres
Samuel Pharras Sur., A-360
Kyle, Hays County, Texas

EXHIBIT A

LAI Job No 020607
PN0573R.1(wdo)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 57.260 ACRES OF LAND IN THE SAMUEL PHARRAS SURVEY, A-360, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN CALLED 62.10 ACRE TRACT DESCRIBED IN THE DEED DATED SEPTEMBER 2, 2003 FROM MIKE GOSSETT, SPECIAL ADMINISTRATOR OF THE ESTATE OF AUGUST HESSLER, JR. TO S.T. KYLE, LTD, OF RECORD IN VOLUME 2305, PAGE 674, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 62.10 ACRE TRACT BEING A PORTION OF THAT CERTAIN CALLED 79.5 ACRE TRACT OF LAND DESCRIBED IN A DEED FILED FOR RECORD JUNE 19, 1914 FROM MRS. LYONIA STEPHENSON NEE COCKREHAM, ET AL TO AUGUST HESSLER OF RECORD IN VOLUME 66, PAGE 129, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 57.260 ACRE TRACT OF LAND, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type I concrete right-of-way monument found in the southeast right-of-way line of F.M. Highway No. 150, same being the northwest line of Lot 53, Quail Meadows Subdivision, a subdivision of record in Cabinet/Volume 7, Page 47, Plat Records of Hays County, Texas, said monument being 40-feet left of Engineer's centerline station 320+02.6;

THENCE S 46° 07' 22" E, with the southeast right-of-way line of said F.M. Highway No. 150, same being the northwest line of said Lots 53 and 52, said Quail Meadows Subdivision, a distance of 115.15 feet to an iron rod with aluminum cap stamped "PRO-TECH" found for the north corner and POINT OF BEGINNING of the tract described herein, same being the north corner of said 62.10 acre tract, being in the western line of said 79.5 acre tract, being the southwestern corner of that certain 2.16 acre tract of land described in the Right-of-Way Deed filed for record February 22, 1952 from Gus Harder to the State of Texas recorded in Volume 152, Page 236, Deed Records of Hays County, Texas, and being in the approximate common line of the said Samuel Pharras Survey and the Caleb W. Baker Survey;

THENCE, continuing with the southern right-of-way line of said F.M. Highway No. 150, same being the southern line of said 2.16 acre tract, being the northern line of said 62.10 acre tract, and the northern line of the tract described herein, the following two (2) courses and distances:

1. S 46° 07' 11" E a distance of 1,415.29 feet to a TxDOT Type I concrete right-of-way monument found at a point of curvature being 40-ft right of Engineer's centerline station 335+33.1, and
2. with the arc of a curve to the left, having a radius of 5,769.65 feet, an arc distance of 95.69 feet and a chord bearing S 46° 34' 52" E a distance of 95.68 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most northern east corner of the tract described herein, same being the north corner of a 4.847 acre tract remaining from said 62.10 acre tract, from which a TxDOT Type I concrete right-of-way monument found bears with the arc of said curve to the left, having a radius of 5,769.63 feet, an arc distance of 258.58 feet and a chord bearing S 46° 20' 25" E a distance of 258.56 feet

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JK

Bk Vol Ps
80005545 APR V0841 Ps496
03032761 DPR 2803 642

EXHIBIT A

57.250 Acres
Surreal Pharras Sur., A-360
Kyla, Hays County, Texas

LAI Job No. 020607
FN0573R1(wdo)
Page 2 of 4

THENCE S 43° 40' 14" W, leaving the southern right-of-way line of said F.M. Highway No. 150 and crossing said 62.10 acre tract with the north line of said 4.847 acre remainder tract, a distance of 425.24 feet to a 1/4-inch iron rod with plastic cap stamped "LAI" set for a re-entrant corner of the tract described herein, same the being west corner of said 4.847 acre tract;

THENCE S 46° 19' 46" E, continuing across said 62.10 acre tract with the south line of said 4.847 acre tract, a distance of 516.17 feet to a 1/4-inch iron rod with plastic cap stamped "LAI" set in the southeast line of said 62.10 acre tract, same being the northwest line of that certain 10.00 acre tract called "Exhibit A" vested into Robert C. Edge and described in the Amended Final Decree Confirming Commissioners' Report and Partitioning Property dated November 14, 2001, being Cause No. 7405 in the Probate Court of Hays County, Texas and filed for record in Volume 2305, Page 645, Official Public Records of Hays County, Texas, for the south corner of said 4.847 acre tract and being the most southern east corner of the tract described herein, from which a 1/4-inch iron rod found in the southern right-of-way line of said F.M. Highway No. 150 for the east corner of said 62.10 acre tract, same being the north corner of said 10.00 acre tract bears N 35° 58' 25" E a distance of 449.80 feet;

THENCE S 35° 58' 25" W, with the eastern line of said 62.10 acre tract, same being the western line of said 10.00 acre tract, a distance of 507.33 feet to a fence corner post found for an angle point in the eastern line of said 62.10 acre tract and of the tract described herein, same being the west corner of said 10.00 acre tract and being the north corner of that certain called 2.62 acre tract described in a deed dated August 19, 1971, from Gus Hessler, Jr., and Edwards Hessler to Alton E. Franks and Deanna K. Franks of record in Volume 245, Page 347, Deed Records of Hays County, Texas;

THENCE S 52° 54' 07" W, with the eastern line of said 62.10 acre tract, same being the western line of said 2.62 acre tract, a distance of 402.46 feet to a fence corner post found for the south corner of said 62.10 acre tract and of the tract described herein, same being the west corner of said 2.62 acre tract, and being in the north line of a called 1,938.67 acre tract described in the deed dated August 1, 1960, from A.W. Gregg and wife Robie Gregg, to Ky-Tex Properties, Inc. of record in Volume 185, Page 391, Deed Records of Hays County, Texas;

THENCE with the fenced southwest line of said 62.10 acre tract, same being the northeast line of said 1,938.67 acre tract, the following six (6) courses and distances:

1. N 45° 45' 15" W a distance of 134.06 feet to a fence post found for an angle point,
2. N 46° 24' 58" W a distance of 710.71 feet to a 10-in live oak tree for an angle point,
3. N 47° 04' 36" W a distance of 179.70 feet to a fence post found for an angle point,
4. N 47° 09' 23" W a distance of 126.39 feet to a fence post found for an angle point,
5. N 46° 10' 02" W a distance of 430.76 feet to a fence post found for an angle point, and
6. N 43° 58' 42" W a distance of 435.29 feet to a 1/4-inch iron rod found near a fence corner post at the western base of an old rock wall for the west corner of said 62.10 acre tract and of the tract described herein, same being the south corner of Lots 35 and 36, said Quail Meadows Subdivision;

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06008047 088 2886 157

EXHIBIT A

Bk Vol Pg
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03052411 088 2886 157

57.260 Acres
Samuel Pharrus Sub., A-360
Kyle, Bays County, Texas

LAI Job No. 020607
FN0573R1(wdc)
Page 3 of 4

THENCE with the western line of said 62.10 acre tract and of the tract described herein, same being the southwestern line of said Quail Meadows Subdivision, said line marked by an old fence, the following three (3) courses and distances:

1. N 43° 14' 24" E a distance of 609.84 feet to a fence post found for an angle point,
2. N 42° 48' 32" E a distance of 252.56 feet to a fence post found for an angle point, and
3. N 43° 08' 51" E a distance of 467.67 feet to the POINT OF BEGINNING and containing 57.260 acres of land, more or less.

HEARING BASE: Texas Coordinate System, NAD 83, South Central Zone, Grid.

LAI WORD FILE: FN0573R1(wdc)

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

That I, William D. O'Hara, 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 survey made on the ground during the months of June and July 2002, and March 2005, under my direction and supervision.

WITNESS MY HAND AND SEAL, at Austin, Travis County, Texas on this 7th of April 2005 A.D.

Louis Austin, Inc.
Austin, Texas 78746



William D. O'Hara
William D. O'Hara
Registered Professional Land Surveyor
No. 4878, State of Texas

ESurvey_FieldNotes\FN-05006\FN0573R1(wdc).doc

JK

Bk	Vol	Pg
80005545	OPR	3341 499

Filed for Record in:

Hays County

On: Mar 04, 2008 at 11:51A

Document Number: 80005545

Amount: 44.00

Receipt Number - 189624

By:

Alisha Herzog, Deputy

Linda C. Fritskey County Clerk
Hays County

Submitted to County

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666



70 2008 80017212

Instrument Number: 2008-80017212

Recorded On: June 24, 2008

As
OPR RECORDINGS

Parties: KIMBRO JOHN

Billable Pages: 6

To KYLE MORTGAGE INVESTORS LLC

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

OPR RECORDINGS	36.00
Total Recording:	36.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-80017212

Receipt Number: 197446

Recorded Date/Time: June 24, 2008 02:34:51P

Book-Vol/Pg: BK-OPR VL-3416 PG-788

User / Station: C Sanchez - Cashiering #4

Record and Return To:

TERRENCE L IRION

ATTORNEY AT LAW

2224 WALCH TRARLTON STE. 210

AUSTIN TX 78748



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and
time stamped herein and was recorded on the volume and page of the named records
of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk

80017212 Bk Vol Ps
0PR 3416 789

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

Date: June 19, 2008, to be effective March 25, 2008

Grantor: John Kimbro

Grantor's Mailing Address (including county):
c/o Stevens and Malone, LLP
P.O. Box 727
Wimberley, Hays County, Texas 78676

Grantee: Kyle Mortgage Investors, LLC

Grantee's Mailing Address (including county):
c/o Steve Arent
1125 17th Street Suite 2100
Denver, Colorado

Consideration:

WHEREAS, Grantor obtained a Constable's Deed to the Property by virtue of a certain First Order of Sale issued by the Clerk of the 250th Judicial District Court of Travis County, Texas in Cause No. D-GN-07-004002, styled *E.C. Moore Engineering, LP f/k/a The Moore Group, Inc. v. Kyle Mortgage Investors, LLC*, on a Judgment rendered in said Court; and

WHEREAS, the Constable's Deed is recorded in Volume 3341 Page 492, Document #80005545, Official Public Records of Hays County, Texas; and

WHEREAS, the Judgment rendered in the 250th Judicial District Court of Travis County, Texas was withdrawn, vacated and held for not by said Court by Order Granting Motion for New Trial and To Set Aside Default Judgment on March 25, 2008; and

WHEREAS, the Constable was only able to convey such title to Grantor Kimbro as was conferred on him by the Judgment of the Travis County District Court and Order of Sale which has been withdrawn, vacated and held for not by said Court; and

WHEREAS, Grantor desires to remove any cloud on the title to the Property held by Grantee prior to the execution of the Constable's Deed, which is sufficient consideration for the conveyance of what interest, if any, Kimbro retains in the Property.


Bk Vol Pg
80017212 8PR 3416 790**Property (including any improvements):**

That certain 57.260 acres of land in the Samuel Pharras Survey, A-360 Hays County, Texas; and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee, Grantee's heirs, executors, successors or assigns forever. Neither Grantor nor Grantor's heirs, executors, successors, or assigns shall have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:


John Kimbro

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

BEFORE ME, a Notary Public, on this day personally appeared John Kimbro, 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 expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 19 day of June, 2008.


Notary Public, in and for The State of Texas**AFTER RECORDING RETURN TO:**

Terrence L. Irion
2224 Walsh Tarlton, Suite 210
Austin, Texas 78746



Bk Vol Ps
80017212 OPR 3416 791

57.260 Acres
Samuel Phares Survey, A-360
Kyle, Hays County, Texas

EXHIBIT A

LAI Job No 020807
FN057JRL(wds)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 57.260 ACRES OF LAND IN THE SAMUEL PHARES SURVEY, A-360, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 62.10 ACRE TRACT DESCRIBED IN THE DEED DATED SEPTEMBER 2, 2003 FROM MICHAEL GOSSETT, SPECIAL ADMINISTRATOR OF THE ESTATE OF AUGUST HESSLER, JR. TO S.T. KYLE, LTD, OF RECORD IN VOLUME 2305, PAGE 674, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 62.10 ACRE TRACT BEING A PORTION OF THAT CERTAIN CALLED 79.5 ACRE TRACT OF LAND DESCRIBED IN A DEED FILED FOR RECORD JUNE 19, 1914 FROM MRS. LEBOMA STEPHENSON NEE COCKHAM, ET AL TO AUGUST HESSLER OF RECORD IN VOLUME 64, PAGE 129, DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 57.260 ACRE TRACT OF LAND, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type I concrete right-of-way monument found in the southeast right-of-way line of FM Highway No. 150, same being the northwest line of Lot 53, Quail Meadows Subdivision, a subdivision of record in Cabinet Volume 7, Page 47, Plat Records of Hays County, Texas, said monument being 40-feet left of Engineer's centerline station 320+72.6;

THENCE S 46° 07' 22" E, with the southeast right-of-way line of said P.M. Highway No. 150, same being the northwest line of said Lots 53 and 52, said Quail Meadows Subdivision, a distance of 115.15 feet to an iron rod with aluminum cap stamped "PRO-TECH" found for the north corner and POINT OF BEGINNING of the tract described herein, same being the north corner of said 62.10 acre tract, being in the western line of said 79.5 acre tract, being the southwestern corner of that certain 2.16 acre tract of land described in the Right-of-Way Deed filed for record February 22, 1952 from Gus Harder to the State of Texas recorded in Volume 152, Page 236, Deed Records of Hays County, Texas, and being in the approximate common line of the said Samuel Phares Survey and the Caleb W. Baker Survey;

THENCE, continuing with the southern right-of-way line of said P.M. Highway No. 150, same being the southern line of said 2.16 acre tract, being the northern line of said 62.10 acre tract, and the northern line of the tract described herein, the following two (2) courses and distances:

1. S 46° 07' 11" E a distance of 1,415.29 feet to a TxDOT Type I concrete right-of-way monument found at a point of curvature being 40-ft right of Engineer's centerline station 335+53.1, and
2. with the arc of a curve to the left, having a radius of 5,769.65 feet, an arc distance of 95.69 feet and a chord bearing S 46° 34' 52" E a distance of 95.68 feet to a 1/4-inch iron rod with plastic cap stamped "LAI" set for the most northern east corner of the tract described herein, same being the north corner of a 4.847 acre tract remaining from said 62.10 acre tract, from which a TxDOT Type I concrete right-of-way monument found bears with the arc of said curve to the left, having a radius of 5,769.63 feet, an arc distance of 258.58 feet and a chord bearing S 48° 20' 25" E a distance of 258.56 feet

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EXHIBIT A

57.260 Acres
Surreal Pharms Sur., A-360
Kyle, Hays County, Texas

LAI Job No. 020607
FN057321(wdo)
Page 2 of 4

THENCE S 43° 40' 14" W, leaving the southern right-of-way line of said F.M. Highway No. 150 and crossing said 62.10 acre tract with the north line of said 4.847 acre remainder tract, a distance of 425.24 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for a re-entrant corner of the tract described herein, same the being west corner of said 4.847 acre tract;

THENCE S 46° 19' 45" E, continuing across said 62.10 acre tract with the south line of said 4.847 acre tract, a distance of 516.17 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set in the southeast line of said 62.10 acre tract, same being the northwest line of that certain 10.00 acre tract called "Exhibit A" vested into Robert C. Edge and described in the Amended Final Decree Confirming Commissioners' Report and Partitioning Property dated November 14, 2001, being Cause No. 7405 in the Probate Court of Hays County, Texas and filed for record in Volume 2305, Page 645, Official Public Records of Hays County, Texas, for the south corner of said 4.847 acre tract and being the most southern east corner of the tract described herein, from which a 1/2-inch iron rod found in the southern right-of-way line of said K.M. Highway No. 150 for the east corner of said 62.10 acre tract, same being the north corner of said 10.00 acre tract bears N 35° 58' 25" E a distance of 449.10 feet;

THENCE S 35° 58' 25" W, with the eastern line of said 62.10 acre tract, same being the western line of said 10.00 acre tract, a distance of 507.33 feet to a fence corner post found for an angle point in the eastern line of said 62.10 acre tract and of the tract described herein, same being the west corner of said 10.00 acre tract and being the north corner of that certain called 2.62 acre tract described in a deed dated August 19, 1971, from Gus Heuler, Jr. and Edwards Heuler to Alton E. Frank and Deanna K. Frank of record in Volume 245, Page 347, Deed Records of Hays County, Texas;

THENCE S 52° 54' 07" W, with the eastern line of said 62.10 acre tract, same being the western line of said 2.62 acre tract, a distance of 402.46 feet to a fence corner post found for the south corner of said 62.10 acre tract and of the tract described herein, same being the west corner of said 2.62 acre tract, and being in the north line of a called 1,938.67 acre tract described in the deed dated August 1, 1960, from A.W. Gregg and wife Robble Gregg, to Kye-Tex Properties, Inc. of record in Volume 185, Page 391, Deed Records of Hays County, Texas;

THENCE with the second southwest line of said 62.10 acre tract, same being the northeast line of said 1,938.67 acre tract, the following six (6) courses and distances:

1. N 45° 45' 15" W a distance of 134.06 feet to a fence post found for an angle point;
2. N 46° 24' 58" W a distance of 710.71 feet to a 10-in live oak tree for an angle point;
3. N 47° 04' 36" W a distance of 179.70 feet to a fence post found for an angle point;
4. N 47° 08' 23" W a distance of 126.39 feet to a fence post found for an angle point;
5. N 46° 10' 02" W a distance of 430.76 feet to a fence post found for an angle point; and
6. N 45° 58' 42" W a distance of 436.29 feet to a 1/2-inch iron rod found near a fence corner post at the western base of an old rock wall for the west corner of said 62.10 acre tract and of the tract described herein, same being the south corner of Lots 35 and 36, said Quail Meadows Subdivision;

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EXHIBIT A

57.260 Acres
Sampel Pharms Sur., A-360
Kyle, Hays County, Texas

LAI Job No. 020507
FN0573R1(wdo)
Page 3 of 4

THENCE with the western line of said 62.10 acre tract and of the tract described herein, same being the southeastern line of said Quail Meadows Subdivision, said line marked by an old fence, the following three (3) courses and distances:

1. N43° 14' 24" E a distance of 609.84 feet to a fence post found for an angle point,
2. N42° 48' 32" E a distance of 252.56 feet to a fence post found for an angle point, and
3. N43° 08' 51" E a distance of 467.67 feet to the POINT OF BEGINNING and containing 57.260 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

LAI WORD FILE: FN0573R1(wdo)

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

That I, William D. O'Hara, 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 survey made on the ground during the months of June and July 2002, and March 2005, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 7th of April 2005 A.D.

Locenis Austin, Inc.
Austin, Texas 78746



William D. O'Hara
William D. O'Hara
Registered Professional Land Surveyor
No. 4878, State of Texas

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EXHIBIT A

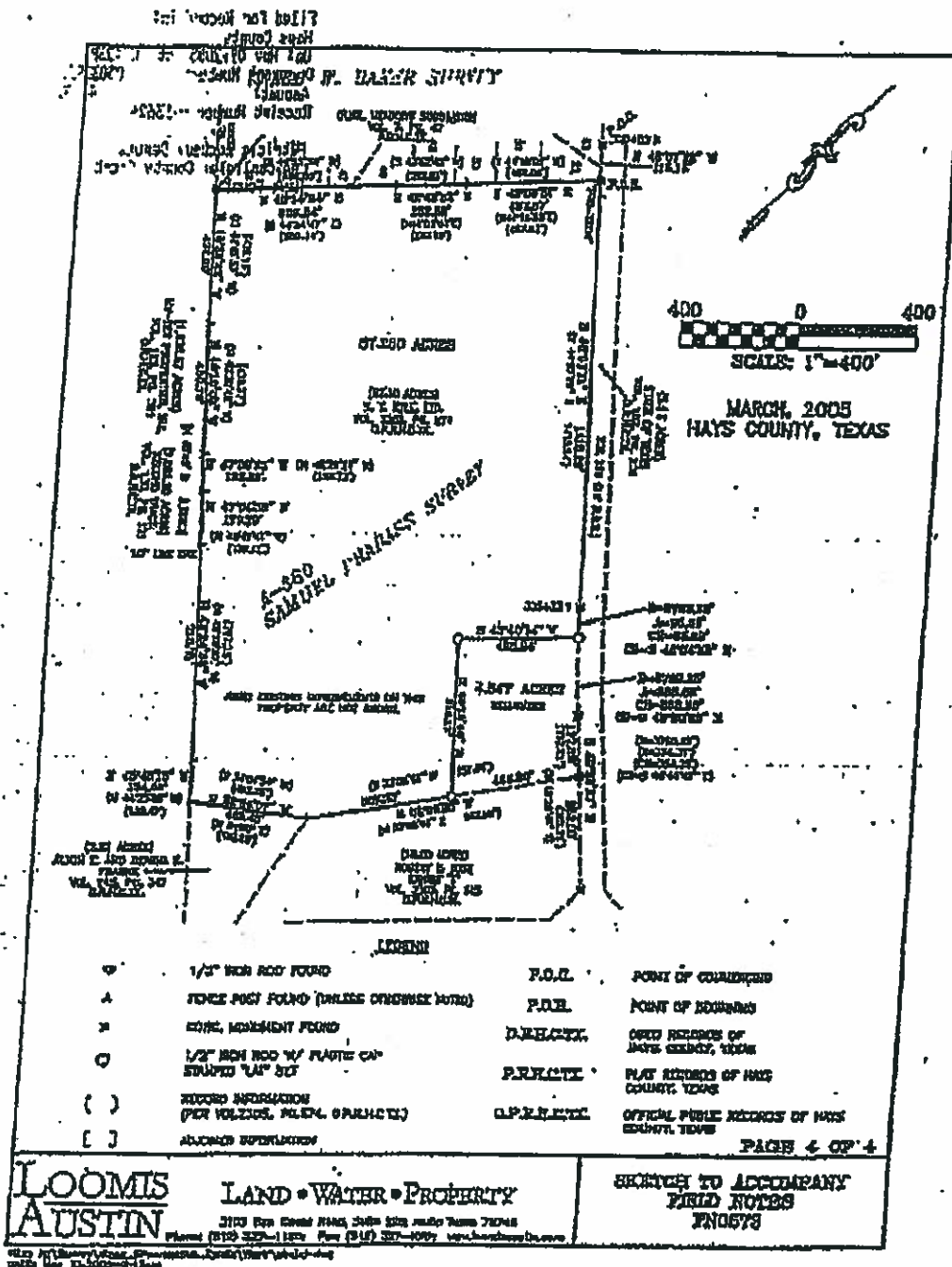


EXHIBIT B

CAUSE NO. D-1-GN-07-004002

E.C. MOORE ENGINEERING, LP f/k/a
THE MOORE GROUP, INC.,
Plaintiff,

v.

KYLE MORTGAGE INVESTORS, LLC,
Defendants.

§ IN THE DISTRICT COURT OF
§
§
§
§ TRAVIS COUNTY, TEXAS
§
§
§ 250TH JUDICIAL DISTRICT

Filed in The District Court
of Travis County, Texas
JL MAR 25 2008
At Amalia Rodriguez-Mendoza Clerk
M. Amalia

**ORDER GRANTING MOTION FOR NEW TRIAL AND
TO SET ASIDE DEFAULT JUDGMENT**

On this day came on to be heard Defendant's Motion for New Trial and to Set Aside Default Judgment, this Court having entered this Default Judgment on Defendant on December 27, 2007. The court has jurisdiction to entertain Defendant's Motion for New Trial and to Set Aside Default Judgment pursuant to the Court's order on Defendant's Motion Pursuant to Rules 306(a)4 and 5.

The Court has reviewed the Motion and the Affidavits attached thereto. The Court has reviewed the legal arguments brought forward by Defendant, and the Court has reviewed the equitable arguments brought forward by the Defendant. The Court has further considered the arguments brought forward by Plaintiff in its Response to Defendant's Motion. Having considered this matter in its entirety, the Court is of the opinion that Defendant's Motion is meritorious and should be granted.

IT IS THEREFORE ORDERED that the Default Judgment entered in this case in favor of Plaintiff and against Defendant on December 27, 2007 is hereby withdrawn, vacated, and held for naught, and a new trial is hereby ordered.

EXHIBIT B

IT IS FURTHER ORDERED that Defendant shall pay to Plaintiff the sum of \$ 1900.00,
representing the reasonable and necessary expenses incurred by Plaintiff in obtaining the default
judgment.

Signed this 25th day of March, 2008.

/s/ DAVID phillips
JUDGE PRESIDING

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and Possible action to award the engineering design services contract for FM 110/San Marcos Loop to KBR (Kellogg Brown & Root) and authorize Commissioner Ingalsbe to negotiate a fee proposal.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION
 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: to be determined

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: A total of 16 proposals were submitted and we narrowed the field down to approximately four. As Mike Weaver, Jerry Borcharding and I met to review and discuss our choices, KBR was scored the highest by us all. I have copies of the scoring/evaluation sheets if anyone would like to review them. (To save paper, I did not include as back-up)

KBR is the firm that is currently on the ground now and doing work on McCarty Lane for the City of San Marcos, so they can easily transition and begin work on FM 110.

As I negotiate a fee proposal with KBR, I will ask Mike Weaver, Special Counsel, Mark Kennedy and possibly Jerry Borcharding to assist me in this matter.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to establish county policies and procedures related to publications of notice by Hays County.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: None

REQUESTED BY: INGALSBE

SPONSORED BY: INGALSBE

SUMMARY: Members of the Hays County Commissioners Court have, from time to time, mentioned the need to establish policies and procedures dealing with publications of notice. In order to be equitable to all newspapers of general circulation in Hays County, it is important to set procedural standards and communicate those standards to editors. Representatives of three newspapers in Hays County have expressed a willingness to take publications of notice on a rotation that is coordinated through the Hays County Purchasing Office. Court discussion should consider, among other things: 1) use of papers of general circulation on a rotation, 2) a price point (or number of lines/characters) where publications would be pulled from the regular rotation, 3) precinct-specific publications that might be pulled from the regular rotation.

Sample of
Hays County Legal Notice costs

Development
Regulations 2009

**Newspaper Circulation * Bid per run Cost per sub: Total cost
for two insertions**

San Marcos Record	3465	606.72	0.17509957	1213.44
Wimberley View	1591	250.25	0.15729101	500.5
DS News Dispatch	1840	135.25	0.07350543	270.5
Hays Free Press	4801	139.25	0.02900437	278.5

* As reported to
Texas Press Association

Mike Mureck - Wimberley
Darl Roberson - D.S.
Dispatch

Hays Free Press

SERVING HAYS COUNTY SINCE 1903

January 26, 2009

Debbie Gonzales-Ingalsbe
Commissioner Pct. 1

Hays County Courthouse
111 East San Antonio, St.
San Marcos, TX 78666

Dear Debbie:

I recently met with the publishers of the Dripping Springs News Dispatch and the Wimberley View to discuss the possibility of rotation of legal notices by the county between the legal newspapers within Hays County, being second-class newspapers: San Marcos Daily Record, Hays Free Press, Dripping Springs News Dispatch and the Wimberley View.

As you well know, legal notices must be published in newspapers that hold second class mailing permits, according to the state of Texas and the U.S. Postal Service.

We, the publishers of the weekly newspapers in Hays County, respectfully request that the county rotate its notices between the various legal newspapers, so that taxpayers throughout the county have an opportunity to view legal notices. If this proposal does not work for the county, we ask that a simple bid system be established, or you set up a bid system which is paid on an audited per subscriber basis. Mark Kennedy has some ideas on how to do this. I told him I can work up a procedure to show when a public notice can be more economical as a display ad.

I have enclosed circulation numbers for all of the newspapers in Hays County. These figures, audited by the U.S. Postal Service, must be reported to the Texas Press Association each year. Each newspaper must also print this statement of circulation and ownership in October of each year.

In addition to the circulation numbers enclosed, I have put together a spread sheet which shows the per subscriber costs on the latest printed ordinance that you printed.

Please consider, at the minimum, rotating your legal notices between all of the newspapers. All county taxpayers should have the opportunity to see notices at some point during the year.

Thanks,



Cyndy Slovak-Barton
Publisher

512-268-7862 (Kyle) • 512-295-9760 (Buda) • 512-268-0262 (fax)

Mailing Address: P.O. Box 2530 • Kyle, TX 78640

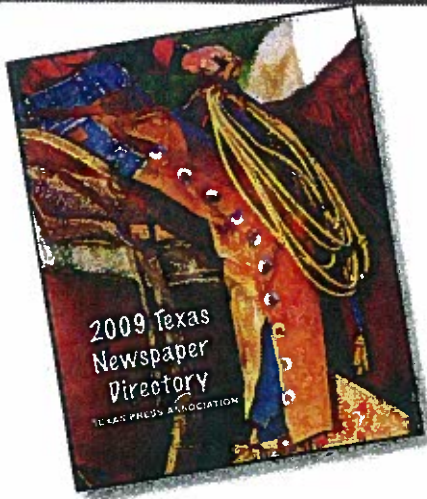
122 Main St.
Buda, TX 78610
109 W. Center St.
Kyle, TX 78640

Co-Publishers
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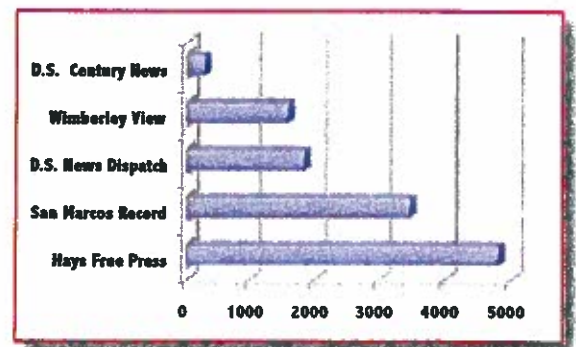
The Facts

About Newspapers In Hays County

The latest Texas Newspaper Directory, recently published by the Texas Press Association and its 520 member newspapers which qualify as legal publications as defined by Texas and the U.S. Postal Service, carries these important and interesting facts regarding paid newspaper circulation.

What are the numbers?

1. Hays County Free Press, with offices in both Kyle and Buda, leads with 4,801 average paid circulation and a total weekly circulation about 6,000. Founded in 1903 and owned by 18 individuals, with an overwhelming majority being Hays County residents.
2. San Marcos Daily Record, with offices in San Marcos, ranks second in paid circulation in the county with 3,465 average paid circulation. It is not published on Mondays or Saturdays. Owned by an Alabama newspaper chain. Founded 1912.
3. Dripping Springs News-Dispatch, with offices in Driftwood, has 1,840 paid subscribers and is owned by Dale and Joyce Roberson, who live near Driftwood. Founded in 1981.
4. Wimberley View, with offices in Wimberley, has 1,591 paid subscriptions. Its publisher is Mary Saunders of Wimberley. Founded 1976.
5. Dripping Springs Century-News has 277 circulation. Mary Saunders is also listed as its publisher. Founded in 1990



There are a number of other free publications, including All-Around Hays, published by the Hays Free Press, and the Kyle/Buda Eagle, which operates out of the Wimberley View office. Legal notices in those type publications do not qualify as such under existing Texas laws.

Hays Free Press

Locally owned and operated since 1903 • 512-268-7862

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to approve monthly travel allowance, phone allowance, and chair for the new position of Sr. Planner.

CHECK ONE: ☐ CONSENT ☒ **ACTION** ☐ EXECUTIVE SESSION
 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: 2-3-09

AMOUNT REQUIRED: see below

LINE ITEM NUMBER OF FUNDS REQUIRED: see below

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Judge Sumter

SUMMARY: This is a new position and these items are not in the budget. Monthly travel allowance - \$250 (01-411-5191); Monthly phone allowance - \$50 (01-411-5194); chair - \$425 (01-411-5711)

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to approve offering and paying a salary within the posted pay range for the Senior Planner and Nurse Practitioner positions.

CHECK ONE: **CONSENT** **X ACTION** **EXECUTIVE SESSION**

 ☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: Tuesday, February 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Borcharding

SPONSORED BY: Sumter

SUMMARY: Currently, we can post and hire up to the 25th percentile (within established procedures). There are two positions that have received approval from Commissioners Court to post above the 25th percentile, (the Nurse Practitioner and the Senior Planner) however we neglected to obtain approval to actually hire the candidate above the 25th percentile once selected. For efficiency and timeliness purposes, this request clarifies and streamlines the hiring process for the following positions:

Senior Planner, Approval per Commissioner Court minutes dated 11/06/97 to post up to the midpoint of the range.

Nurse Practitioner, Approval per Commissioner Court minutes dated 12/09/08 to post up to the 55th percentile.

This is for discussion and possible approval to post and hire a Senior Planner up to the midpoint of the range and to post and hire a Nurse Practitioner up to the 55th percentile

Agenda Item Routing Form

DESCRIPTION OF Item: Approve monthly travel allowance, phone allowance, and chair for the new position of Sr. Planner.

This is a new position and these items are not in the budget. Monthly travel allowance - \$250 (01-411-5191); Monthly phone allowance - \$50 (01-411-5194); chair - \$425 (01-411-5711)

PREFERRED MEETING DATE REQUESTED: February 3, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER See comments below

COUNTY PURCHASING GUIDELINES FOLLOWED: _____

PAYMENT TERMS ACCEPTABLE: _____

COMMENTS: In order to calculate amounts for allowances, I will need effective dates. A budget amendment will also be required.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to form a committee(s) to review and recommend a ROW agent and Utility Relocation agent to Commissioners Court.

CHECK ONE: ☐ **CONSENT** ☒ **ACTION** ☐ **EXECUTIVE SESSION**
 ☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Posted as a follow up on the courts discussion to hire one ROW and one Utility Relocation agent to represent the county as a whole on the road bond projects. Since the 'pre-certify' engineers, etc. RFQ is due February 10th and the RFQ covered both ROW and Utility Relocation, we can utilize those responses to hire one ROW and one Utility agent/firm for the county.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a General Release with MetLife.

CHECK ONE: ☐ **CONSENT** ☒ **ACTION** ☐ **EXECUTIVE SESSION**
☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: See attached

Authenticating Number:

GENERAL RELEASE

This RELEASE (the "Release") is executed this ____ day of ____, 200__ by RELEASOR (defined below) in favor of RELEASEE (defined below).

DEFINITIONS

"RELEASOR" refers to THE COUNTY OF HAYS and any of its affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of RELEASOR.

"RELEASEE" refers to Metropolitan Life Insurance Company and any of its subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers (collectively, "MetLife").

"Assurance" refers to a certain Assurance of Discontinuance between Metropolitan Life Insurance Company and the Attorney General of the State of New York ("NYAG") dated December 29, 2006, following an investigation by NYAG relating to same.

RELEASE

1. In consideration for the total payment of \$453.99 in accordance with the terms of the Assurance, RELEASOR does hereby fully release, waive and forever discharge RELEASEE from any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, whether under state, federal or foreign statutory or common law, and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity (collectively, "claims"), to the extent any such claims are based upon, arise out of or relate to, in whole or in part, (a) any of the allegations, acts, omissions, transactions, events, types of conduct or matters that are the subject of the Assurance; and (b) any allegations, acts, omissions, transactions, events, types of conduct or matters that are the subject of In re Insurance Brokerage Antitrust Litigation, MDL No. 1663, or the action pending in the United States District Court for the District of New Jersey captioned In re Employee Benefit Insurance Brokerage Antitrust Litigation, Civ. No. 05-1079 (FSH) or any related actions filed or



Authenticating Number:

transferred to the United States District Court for the District of New Jersey that are consolidated into either of the preceding Civil Action dockets.

2. In the event that the total payment referred to in paragraph 1 is not made for any reason, then this RELEASE shall be deemed null and void, provided that any payments received by RELEASOR shall be credited to MetLife in connection with any claims that RELEASOR may assert against MetLife, or that are asserted on behalf of RELEASOR or by a class of which RELEASOR is a member, against MetLife.

3. This RELEASE may not be changed orally and shall be governed by and interpreted in accordance with the internal laws of the State of New York, without giving effect to choice of law principles, except to the extent that federal law requires that federal law governs. Any disputes arising out of or related to this RELEASE shall be subject to the exclusive jurisdiction of the Supreme Court of the State of New York or, to the extent federal jurisdiction exists, the United States District Court for the Southern District of New York.

4. RELEASOR represents and warrants that the claims have not been sold, assigned or hypothecated in whole or in part.

____ / ____ / ____
Dated

THE COUNTY OF HAYS
RELEASOR

By

Print Name

Title



Important Notice Containing Fund Information

Participating in the Settlement is voluntary. If your company elects not to participate, the portion of the Fund attributable to your company may be paid to other eligible policyholders who elect to participate in the Settlement ("Participating Policyholders"). Under no circumstances will any portion of the Fund be paid to MetLife.

How Payments Will Be Distributed

MetLife intends to mail checks to Participating Policyholders on or about April 21, 2009. MetLife may pay funds remaining in the Fund to Participating Policyholders on a *pro rata* basis. As noted above, no portion of the Fund will be paid to MetLife.

For More Information

We have set up a toll free number and an e-mail address with a team dedicated to answer any questions your company may have regarding the Fund. The toll free number is 1-888-356-0271 and the e-mail address is info@metlifecustomerfund.com. Your company may also obtain additional information on the Fund Web site at <http://www.metlifecustomerfund.com>.

The following enclosures are included with this notice: the General Release, a Form W-9 and a pre-addressed postage paid envelope for submitting the completed General Release and Form W-9.

Important Notice Containing Fund Information

Settlement Agreement Information

On December 29, 2006, the Metropolitan Life Insurance Company ("MetLife") reached an agreement with the Office of the New York Attorney General regarding its investigation into broker compensation matters related to the sale of group insurance (the "Settlement").

As part of the Settlement, MetLife agreed to maintain certain business process changes that had been implemented during the two years preceding the Settlement date and to change certain other business processes. MetLife also agreed to pay \$16.5 million into a fund (the "Fund") to be used for monetary payments to certain of MetLife's group insurance customers. Policyholders eligible to elect to receive a payment under the Fund were represented by brokers that received contingent compensation or service fees between January 1, 2002, and December 31, 2005, in connection with a MetLife group policy. A copy of the Settlement is available at <http://www.metlifecustomerfund.com>.

Our records indicate that MetLife paid a broker either contingent compensation or service fees in connection with a policy that was issued to your company. Therefore, your company is eligible to receive a payment from the Fund.

The Fund

The Fund was calculated in accordance with the Settlement and based on the formula approved by the Attorney General of the State of New York. This formula allocates the \$16.5 million among policyholders according to the proportion of contingent compensation and service fees MetLife paid between January 1, 2002, and December 31, 2005, to brokers on group policies. The cover letter and General Release set forth the amount from the Fund that your company is eligible to receive under the formula discussed above.

Please note that a Form W-9 is included with this notice. The Form W-9 must be completed before any payment from the Fund can be made to your company. Based on the information provided on the Form W-9, a Form 1099, if required, will be provided to your company reporting the payment your company receives from the Fund.

How to Participate

To participate in the Settlement, an authorized representative of your company must sign the enclosed General Release and return it by February 20, 2009, in the pre-addressed postage paid envelope provided with this notice. Please be sure to read the General Release attached as a part of this notice in its entirety.

MetLife Fund Administrator
P.O. Box 1952
Faribault, MN 55021-6097

MetLife®



December 22, 2008

THE COUNTY OF HAYS

111 E SAN ANTONIO ST DIRECTOR OF HUMAN RESOURCES
SAN MARCOS TX 78666-5557

Authenticating Number:

On October 23, 2008, a notice was mailed to your company regarding its eligibility to receive a payment from the settlement fund established as a part of the December 29, 2006, agreement between the Metropolitan Life Insurance Company ("MetLife") and the Office of the New York Attorney General.

The notice, a copy of which is enclosed, included a general release setting forth the amount of the payment that your company is entitled to receive from the settlement fund. The notice also specified that in order to receive a payment from the settlement fund, an authorized representative of your company must sign the general release and return it by February 20, 2009. According to our records, we have not yet received the general release from your company.

We have set up a toll free number and e-mail address with a team dedicated to answer any questions regarding the settlement fund. The toll free number is 1-888-356-0271 and the e-mail address is info@metlifecustomerfund.com. Your company may also obtain additional information on the settlement fund web site at <http://www.metlifecustomerfund.com>.

Please note that your company has been assigned an authenticating number. The authenticating number assigned to your company must be provided by anyone seeking information relating to your company's payment amount, payment calculation as well as anticipated payment date. The authenticating number appears above to the right of your company's address.

If your company has returned the general release since the date of this letter, please disregard this reminder.

Sincerely,

MetLife Fund Administrator

Enclosure

Agenda Item Request Form

Hays County Commissioners Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM:

Discussion and possible action regarding an appointment to fill the Justice of Peace, Precinct 5 vacancy.

CHECK ONE: **CONSENT** **X ACTION** **EXECUTIVE SESSION**
 WORKSHOP **PROCLAMATION** **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: BARTON

SPONSORED BY: BARTON

SUMMARY:

As you know, we received nearly 20 serious inquiries about the position and 17 final applications. A citizens committee narrowed this to 10 candidates, and has since identified a small number of leading applicants. The committee met on January 25 to finalize the "short list" and reach a consensus on a recommendation to the Court.

Last week I shared the committee's criteria, a short list of 10 eligible candidates, and the list of four finalists developed by the committee.

The committee is nearly ready to make a final recommendation to me and the Court. I expect to be ready with the committee's recommendation on Tuesday. In fact, I hope to share the committee's recommendation by week's end, giving Court members the opportunity to learn more about the committee's candidate before next week's meeting. Additional information and resumes will be available on the committee's candidate.

For additional information on the candidates and process, see last week's handouts and/or discussion from Judge Sumter's agenda item earlier in January.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m. on WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to determine our course of action to finalize proposed Hays County Development Regulations with regarding to pending decisions and schedule for final approval.

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY: This action item was deemed necessary as a continuation of the court discussion and decision-making started in our 1-27-09 workshop with Grant Jackson, Naismith Engineering. Mr. Jackson will not be present for this meeting – our intention is a discussion of pending decisions and actions necessary to get from here to final adoption of the new regulations by the Court.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action regarding the 9/30/08 court approved contract amendment with the Trust for Public Land (TPL) for the services of Sandra Tassell in light of the 1-27-09 discussion of CPAT direction.

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY: Below are the priorities and next steps we discussed:

- (1) Choosing a local landmark project. See attached Draft Criteria on this topic provided by Sandra Tassel at end of July. This was sent out previously to court members, but Sandra and CPAT will continue to refine with input from technical advisors (RHCP/CAC). Additional work includes an application process, development of an open and deliberate review process, and a call for projects.
- (2) Development of ranking criteria for recreation projects
- (3) Refinement of CPAT roles and responsibilities, committee work. Review and develop BMPs for citizen groups. May include revisions /updates to county's Master Plan.
- (4) Explore examples and strategies for county to own, manage, steward parks and open space. (ie the Government Canyon model and others)
- (5) Develop guidelines for small grants program for park bond funds.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action authorizing County Judge to sign contract amendment with Trust for Public Land (TPL) for services with Sandra Tassell as approved by court on 9-30-08 -for an amount not to exceed \$10,000, plus reimbursement of any travel expenses.

TYPE OF ITEM: CONSENT-**ACTION**-PROCLAMATION-EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: October 28, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: previously approved from Park/Open Space Bond fund

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY: This item simply gives County Judge authority to act on what was previously approved by Court. See minutes from 9/30/08 attached.

FILED: **OCT 28 2008**

HAYS COUNTY COMMISSIONERS' COURT
Resolution # 25693 VOL I PG 895

AMENDMENTS TO CONSERVATION VISION
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TRUST FOR PUBLIC LAND AND HAYS COUNTY

The Trust for Public Land, a nonprofit California public benefit corporation (hereinafter "TPL"), and Hays County, Texas, an incorporated County within the State of Texas ("County"), signed an agreement dated April 1, 2008, under which the County agreed to pay TPL for professional services and TPL agreed to provide such services to the County (the "Agreement").

Now, TPL and the County (together, "the Parties") desire to amend the Agreement by revising the scope, payment terms, and extending the term thereof.

The Agreement is hereby amended pursuant to Paragraphs 3, 4 and 9 of the Agreement by consent of the Parties as follows:

1. Section 2 and 3 of the Agreement are amended such that the revised scope of the Agreement is as follows:
 - a. Choose a local landmark project. Continue to refine such project with input from technical advisors (RHCP/CAC). Additional work includes an application process, development of an open and deliberate review process, and a call for projects.
 - b. Development of ranking criteria for recreation projects.
 - c. Refinement of CPAT roles and responsibilities, and committee work. Review and develop BMPs for citizen groups. May include revisions and/or updates to the County's Master Plan.
 - d. Explore examples and strategies for the County to own, manage, steward parks and open space (i.e., the Government Canyon model and others).
 - e. Develop guidelines for small grants program for park bond funds.
2. Section 4 of the Agreement is amended such that the term of the Agreement is extended to December 31, 2009.
3. Section 5 of the Agreement is amended such that the County shall pay TPL a maximum of \$10,000 for the additional scope of services. Specifically, TPL's independent consultant, Sandra Tassel, shall be paid \$80/hour for her consulting services not to exceed 125 hours, plus traveling expenses, if any. TPL will bill the County on a monthly basis for these costs.
4. All other provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment to the Professional Services Agreement as of October 28th, 2008.

Hays County, Texas

By: 

Elizabeth Somer

Its: Hays County Judge

Date: 10/28/08

The Trust for Public Land

By: 

Its: Associate Director

Date: 11/30/08

Agenda Item Request Form

Hays County Commissioners Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM:

Discussion and possible action regarding an RFP for the purchase or lease of land and/or buildings for a satellite office in Commissioner Precinct Two.

CHECK ONE:	CONSENT	<u>X ACTION</u>	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: Possibly minimal funds to advertise for RFPs, though a posting on the web site might suffice.

LINE ITEM NUMBER OF FUNDS REQUIRED: Up to Commissioners Court.

REQUESTED BY: BARTON

SPONSORED BY: BARTON

SUMMARY: I am recommending the County seek proposals from property owners in the Kyle-Buda area for a satellite office, to include:

- Commissioner for Pct. 2;
- Justice of the Peace for Pct. 2;
- Constable for Pct. 2;
- Adult Probation;
- Juvenile Probation;
- Sheriff's substation; and,
- Tax Assessor-Collector satellite.

We have long-standing plans to house these offices together, and a stakeholder committee working with an architecture firm has developed a building prototype of approximately 9,000 square feet (though this size needs to be reviewed in light of growth projections for these departments).

In addition, the County currently operates a health clinic in Kyle and we have discussed plans for a new or remodeled building, possibly incorporating our partnership with CommuniCare. Finally, as the Court is aware, my office and our grants and parks departments obtained a grant for recycling in Pct. 2. But to take advantage of the grant we need to provide land for a recycling center as match. These functions have traditionally stood alone, but I would like us to consider consolidating county services on one property. Moreover, I hope to see the County facility (or facilities) compliment good planning in the area by giving preference to sites that are environmentally appropriate, well-suited for public access and transportation improvements, and co-located (or closely located) to other public space – city buildings, commercial centers, libraries, parks, etc.

I'm asking the Court for authority to develop and publish an RFP based on these criteria, working with Cindy Maiorka and the Pct. 2 stakeholder committee, which consists of representatives from each of the departments that would be located in the building. I am suggesting we ask for a basic proposal, with alternates for a recycling center and health clinic (and also allow people to propose separately on the recycling center and health clinic alone).

Naturally, any final selection that involved a land transaction or funding would come back to the full Commissioners Court for review and approval.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute agreement with Land Design Partners to increase the contract in the amount of \$59,150 for additional services related to Phase II design/construction of the Five Mile Dam Park Project.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION
 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: \$59,150

LINE ITEM NUMBER OF FUNDS REQUIRED: 56-639-5623

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On October 10, 2006 the Commissioners Court authorized execution of a Professional Services Agreement with Land Design Partners (LDP) for design/engineering of the Five Mile Dam Park project. Phase I construction was authorized by Commissioners Court on August 19, 2008.

The City of San Marcos has entered into a partnership with the County, through an Interlocal Agreement executed January 9, 2009, to continue development and completion of improvements at Five Mile Dam Park through the use of County Park Bond funds awarded to the City and City matching funds. The County will continue to administer both design and construction of these additional improvements, known as Phase II Improvements, as specified in the Interlocal Agreement. The attached agreements from Land Design Partners provide for additional services involved in the design, bidding, and construction administration related to the Phase II Improvements. Two agreements are included, one for \$13,150 for water/wastewater related design, and the other for \$46,000 for construction document preparation, bidding, and construction observation, for a total of \$59,150.00.

Funding has been allocated under the line item number above, which is a separate account established for this phase of the project.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute agreement with Land Design Partners to increase the contract in the amount of \$59,150 for additional services related to Phase II design/construction of the Five Mile Dam Park Project.

PREFERRED MEETING DATE REQUESTED: February 3, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$59,150 Line Item TBD in 08 Park Bond

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ Yes _____

PAYMENT TERMS ACCEPTABLE: _____ Yes _____

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

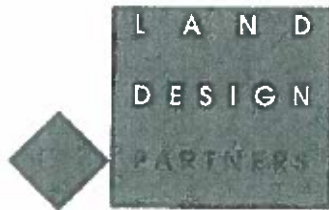
COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



**NOTICE OF ADDITIONAL
LANDSCAPE ARCHITECTURE SERVICES**

January 16, 2009

To: Judge Liz Sumter
Hays County
111 E. San Antonio Street
Suite 300
San Marcos, TX 78666

Re: Five Mile Dam Park – Phase 2 Improvements

Description of Work in Progress:

<u>Fee</u>	<u>Task</u>
\$13,150	Relocation and the deletion of the lift station and rerouting of
	the force main to new tap location. Includes a revised water
	layout, four (4) easement exhibits, additional meetings and city
	submittals.

AUSTIN

DALLAS

Method of Billing: Lump Sum as stated above.

Land Design Partners, Inc. is proceeding with the work described above in accordance with your instructions. If the above described work or terms of billing do not meet with your approval and you wish to suspend work, please contact our office immediately.

SAN
ANTONIO

This agreement shall be made an addendum to the original Professional Services Agreement between Hays County and Land Design Partners, Inc.

Judge Liz Sumter


Brent Luck

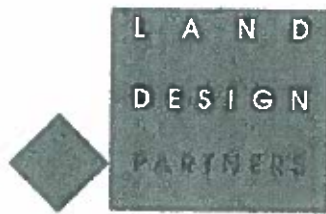
Date

1/20/09
Date

Land Design Partners, Inc.
221 West Sixth Street, Suite 300
Austin, Texas 78701
Ph 512.327.5900 512.328.1253 Fx

LANDSCAPE ARCHITECTS

PLANNERS



NOTICE OF ADDITIONAL LANDSCAPE ARCHITECTURE SERVICES

January 20, 2009

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

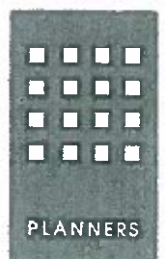
Re: Hays County Five-Mile Dam Park Phase 2 Improvements- located in Hays County, Texas.

Description of Work in Progress:

AUSTIN	<u>Fee</u>	<u>Task</u>
	\$17,300	Construction Documents - Landscape architect will repackage the construction documents and specifications to allow bidding and construction of the proposed Phase 2 site improvements, as designed in the phase I construction documents prepared by LDP dated June 2008 (see attachment A). The County's construction budget is estimated at \$1,475,000.
DALLAS		
SAN ANTONIO		The repackaging of the Phase 2 drawings include site layout plans with dimensional control information necessary to construct the parking areas, plaza area at the building and pedestrian walkways. The structural re-design of the building will incorporate changing the steel truss system to a wood truss system with no major revisions in the program/square footage layout of the building.
		Landscape, irrigation, and electrical plans will be repackaged to incorporate phase 2 design elements necessary for the construction of the soccer field complex.
		The landscape architect will provide the County with a final opinion of probable cost for site improvements at the 100% plan completion stage. Specifications and bidder instructions

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LANDSCAPE ARCHITECTS



	in CSI format and will provide to assist County staff in the preparation of bid packets and bid form formatting.
	The landscape architect will provide the County with one (1) construction document set and specifications for the site and one (1) construction document set and specifications for the building.
	The landscape architect will deliver to Hays County two (2) original "Issue for Bid" sets of construction documents and specifications for bidding purposes. Bidding contractors will be responsible for purchasing all bid sets at cost.
\$6,400	Bidding and Negotiation - The design team will provide assistance during the bidding phase by answering technical questions from contractors and conducting a pre-bid meeting with the County and potential contractors. One (1) combined pre-bid meeting will be conducted for both bid packages (site and building) consisting of project specifications, plans and bid form formatting, utilizing front-end documents preferred by the County will be prepared and issued. Bid packets will be provided by LDP to potential contractors and plan rooms.
	The design team will tabulate contractor bids in a spreadsheet format for the County to review.
\$15,800	Construction Observation - The design team will participate in a pre-construction conference prior to commencement of work at the site and provide assistance during the construction phase by reviewing contractor shop drawings when appropriate, visiting the project site at appropriate intervals to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work. Observations are to allow LDP or its assigns, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents. We

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L A N D D E S I G N P A R T N E R S

anticipate that the construction phase of the project is projected to last six (6) months. A total of ten (10) construction site visits combined for both bid packages is included in this scope of services.

LDP shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. LDP does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

The design team will recommend to the County that the contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, LDP believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents

The design team will issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. LDP may issue field orders authorizing minor variations from the requirements of the contract documents.

We will recommend change orders and work change directives to the County, as appropriate, and prepare change orders and work change directives as required and determine the appropriate pay amounts due to the contractor based on observations by LDP or its assigns, as experienced and qualified design professionals and on review of applications for payment and accompanying supporting documentation.

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L A N D D E S I G N P A R T N E R S

	A final walk through of the construction site with County staff and the contractor prior to the preparation of a final punch list will also be conducted.
\$6,500 (Not to Exceed)	Reimbursable Expense – In addition to the standard reimbursables as detailed in the Professional Services Agreement, LDP will provide bid documents to Potential contractor's and an additional ten (10) copies will be provided to the contractor who is awarded the project.
Total - \$46,000	

The client shall retain the services of specialized consultants (structural engineers, civil engineers, etc.) when such services are deemed necessary by the landscape architect. This scope of services does not include Special Services as defined, but not limited to, those items identified below:

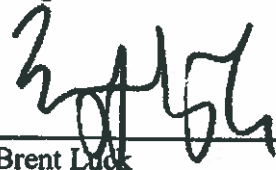
- Any redesign of the original – Exhibit A, June 2008.
- Storm Water Pollution Prevention Plan (SWPPP).

Method of Billing: Lump Sum

Land Design Partners, Inc. is proceeding with the work described above in accordance with your instructions. If the above described work or terms of billing do not meet with your approval and you wish to suspend work, please contact our office immediately.

This agreement shall be made an addendum to the original Professional Services Agreement between Hays County and Land Design Partners, Inc.

Judge Liz Sumter



Brent Luck

Date

1/20/09

Date

Land Design Partners, Inc.
221 West Sixth Street, Suite 300
Austin, Texas 78701
Ph 512.327.5900 512.328.1253 Fx



L A N D D E S I G N P A R T N E R S

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute agreement with Land Design Partners to increase the contract in the amount of \$13,250 for additional services related to Phase I design/construction of the Five Mile Dam Park Project.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION
 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: \$13,250

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On October 10, 2006 the Commissioners Court authorized execution of a Professional Services Agreement with Land Design Partners (LDP) for design/engineering of the Five Mile Dam Park project. Plans and specifications were prepared for construction and authorized by the Court for advertisement and bid on April 29, 2008. The initial bids submitted came in significantly over the construction budget and were rejected, and the project had to be rescaled and rebid, that did result in a subsequent award for Phase I construction at the park.

The agreement attached reflects additional services rendered by LDP in the repackaging of the project documents for the Phase I construction rebid. This involved additional engineering, coordination associated with our grant requirements with the Texas Parks & Wildlife Department, revision of plans/specifications and document production, meetings and contractor consultation, and other services.

Funding for this additional service agreement is available through existing County funds already allocated to the project, under the line item account above.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute agreement with Land Design Partners to increase the contract in the amount of \$13,250 for additional services related to Phase I design/construction of the Five Mile Dam Park Project.

PREFERRED MEETING DATE REQUESTED: February 3, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$13,250 45-499-5624

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ Yes _____

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

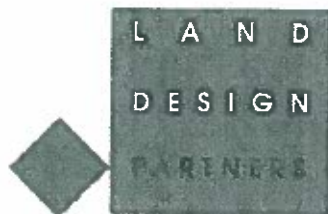
COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



**NOTICE OF ADDITIONAL
LANDSCAPE ARCHITECTURE SERVICES**

January 16, 2009

To: Judge Liz Sumter
Hays County
111 E. San Antonio Street
Suite 300
San Marcos, TX 78666

Re: Five Mile Dam Park – Second Bid for Phase I

Description of Work in Progress:

AUSTIN

DALLAS

SAN
ANTONIO

<u>Fee</u>	<u>Task</u>
<u>\$1,365</u>	<u>Texas Parks and Wildlife Department Graphics - one color rendering and one black and white exhibit to highlight 5.0 acre open space</u>
<u>\$5,100</u>	<u>Revise construction documents, specifications and cost estimate per County staff direction.</u>
<u>\$5,235</u>	<u>Bid Package – includes pre-bid meeting, addenda, answering contractor questions, bid tabulation and bid opening.</u>
<u>\$1,550</u>	<u>Reimbursables – provide contractors with bid package, mileage to meetings, in house printing, etc.</u>
Total - \$13,250	

Method of Billing: Lump Sum as stated above.

Land Design Partners, Inc. is proceeding with the work described above in accordance with your instructions. If the above described work or terms of billing do not meet with your approval and you wish to suspend work, please contact our office immediately.

This agreement shall be made an addendum to the original Professional Services Agreement between Hays County and Land Design Partners, Inc.

Land Design Partners, Inc.
221 West Sixth Street, Suite 300
Austin, Texas 78701
Ph 512.327.5900 512.328.1253 Fx

LANDSCAPE ARCHITECTS PLANNERS

Judge Liz Sumter
January 13, 2009
Page 2

Judge Liz Sumter



Brent Luck

Date

1/20/09

Date

Land Design Partners, Inc.
221 West Sixth Street, Suite 300
Austin, Texas 78701
Ph 512.327.5900 512.328.1253 Fx



L A N D D E S I G N P A R T N E R S

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to allow Pct 4 Commissioner to enter in to negotiations with landscape materials supplier and installer for Pct 4 building in an amount not to exceed \$12,000.

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: See attached documentation

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-414-5741

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY: See attached cost proposals from Xanadu Nursery & Landscaping (I, II, II), Driftwood and from Schultz Nursery, Sequin. Requested for bids were also made to Loews and Fitzhugh Road Wholesale Nursery, but were not returned from these vendors.

Hays County, Precinct 4 was the recipient of a wonderful, pro bono landscape design from LCRA water conservation and plant expert, Elizabeth Drozda Freeman. Our goal was to have our office plantscape be a demonstration site for native, deer resistant and drought tolerant options. We used Ms. Freeman's plant list as the bid source to determine costs of landscape materials. On cost comparison of plant material alone, Xanadu is slightly lower. They are a local company and we would like to work with them as we identify final plant material sizes and needs. They have provided options for installation, but have also said they can provide foreman and oversight of our staff (from building and maintenance) and of Hays County master naturalists seeking volunteer hours. Betty Lambright has also expressed an interest in providing oversight and direction for installation to ensure our landscape will truly be a model for water conserving landscape design.

Cost Summary:

	Plants only	Plant/Install/Guarantee
Xanadu	I. \$ 6,440.30	III. \$9,949.00 (II. \$16,951.00 larger plants)
Schultz	\$6,854.88	

Agenda Item Routing Form

DESCRIPTION OF Item: Allow Pct 4 Commissioner to enter in to negotiations with landscape materials supplier and installer for Pct 4 building in an amount not to exceed \$12,000.

PREFERRED MEETING DATE REQUESTED: February 3, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER 01-414-5741 not to exceed \$12,000

COUNTY PURCHASING GUIDELINES FOLLOWED: Working on getting 3 quotes

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

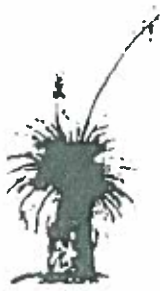
COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Precinct 4 Building
SUPPLIED AND DELIVERED

(1)



XANADU NURSERY AND LANDSCAPING, INC.

19002 FM 150 West, Driftwood, Texas 78619

Hwy 150 (Halfway between Dripping Springs and Driftwood)

Phone (512) 894-0036 • Fax (512) 858-7314

Commercial and Residential Exteriors • Specimen Plant Material • Rock Work • Sprinkler Systems



Plant List - WE SUPPLY

4	Agave Americana	10 gal 56AL	- 19.50	
4	Anacho Orchid	10 gal 56AL	- 21.95	
14	Bushy Bluestem	25 gal 16AL	- 4.49	
2	Bold Cypress	25 gal	- 175.00	
3	Cedar Elm	25 gal	- 175.00	
8	Chinquapin Oak	25 gal	- 175.00	
286	Creek Sedge	4" —		later
2	Cross Vine	5 gal	- 19.75	
38	Damianita	1 gal	- 4.49	
6	Evergreen Sumac	10 gal	- 56AL - 19.95	
45	Fall Obedient Plant	1 gal	- 3.95	
23	Gulf Coast Muhly	5 gal	- 16AL - 3.95	
11	Gregg Dalea	1 gal	- 4.49	
6	Gregg's Mist Flower	5 gal	- 16AL - 4.49	
53	Indian Grass	1 gal	- 4.49	
18	Inland Sea Oats	1 gal	- 4.95	
14	Lindheimer Muhly	5 gal	- 16AL - 3.95	
68	Mexican Feather Grass	1 gal	- 3.79	
7	Mountain Laurel	15 gal	- 106AL - 87.00	
1	Pecan	25 gal	- 179.00	
2	Possumhaw Holly	15 gal	- OR 106AL - 89.00	
69	Salvia greggii (lavender or red)	1 gal	- 3.49	
28	Brazos Penstemon	1 gal	- 4.95	
2	Redbud	25 gal	- 156AL - 175.00	
15	Red Yucca	5 gal	- 16AL - 4.99	
79	Spikerush	1 gal	- 4.49 - OR HORSETAIL REED - 3.75	
32	Texas Sedge	1 gal	- 4.49	
3	Turk's Cap	1 gal	- 3.95	
1	Trumpet Vine	5 gal	- 19.50	



XANADU NURSERY AND LANDSCAPING, INC.

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8	Wheeler's Sotol	10 gal	-	6.40	- 19.25
3	Wooly Stemodia	5 gal	-	0.16	4.95
31	Zigzag Iris	1 gal	-	4.75	or YELLOW FLAB IRIS - 3.50

Subtotal

Earthgoods, fertilizers, mulches, soil prep
Labor, delivery, supervision, gas., clean-up

6440.30
/4

Total

Notes

1. All plant material is guaranteed for six months except for neglect and/or acts of nature including freeze and storm damage.
2. Any labor or material in quantities not shown above is extra and will be charged accordingly.
3. Payment as follows: 1/3 down, 1/3 progress, 1/3 completion.
4. A care sheet will follow upon completion.

Thank you.

Mitchell Brown

1-13-07

Precinct 4 Building

LARGER MATERIAL



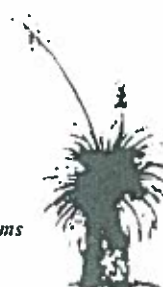
XANADU NURSERY AND LANDSCAPING, INC.

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Plant List - WE DELIVER AND INSTALL AND GUARANTEE FOR 1 YEAR
USE SMALLER SIZES

4	Agave Americana NICE	10 gal	144.00	576.00
1	Ancho Orchid - NICE - COLOR	10 gal	119.00	476.00
14	Bushy Bluestem	25 gal 564L	295.00	4,130.00 420.00
2	Bold Cypress	25 gal	295.00	590.00
3	Cedar Elm	25 gal	295.00	885.00
8	Chinquapin Oak	25 gal	295.00	2,360.00
286	Creek Sedge			later
2	Cross Vine	5 gal	39.00	78.00
38	Damianita	1 gal	9.00	342.00
6	Evergreen Sumac	10 gal	149.00	894.00
45	Fall Obedient Plant	1 gal	9.00	405.00
23	Gulf Coast Muhly	5 gal	27.00	621.00
11	Gregg Dalea	1 gal	9.00	207.00
6	Gregg's Mist Flower	15 gal	30.00	180.00
53	Indian Grass	1 gal	9.00	447.00
18	Inland Sea Oats	1 gal	12.00	216.00
14	Lindheimer Muhly	5 gal	27.00	378.00
68	Mexican Feather Grass	1 gal	9.00	612.00
7	Mountain Laurel	15 gal	275.00	1,925.00
1	Pecan	25 gal	375.00	375.00
2	Possumhaw Holly	15 gal	149.00	298.00
69	Salvia greggii (lavender or red)	1 gal	9.00	621.00
28	Brazos Penstemon	1 gal	9.00	252.00
2	Redbud	25 gal	249.00	498.00
15	Red Yucca	5 gal	27.00	405.00
79	Spikerush	1 gal	9.00	711.00
32	Texas Sedge	1 gal	9.00	288.00
3	Turk's Cap	1 gal	9.00	27.00
1	Trumpet Vine	5 gal	39.00	39.00



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8	Wheeler's Sotol	10 gal	119.00	952.00
3	Wooly Sternodia	5 gal	33.00	99.00
31	Zigzag Iris	1 gal	9.00	279.00

Subtotal ~~20,166.00~~
16,456.00

Earthgoods, fertilizers, mulches, soil prep —

Labor, delivery, supervision, gas., clean-up —

495.00

16,951.00 / 4

Total

WE CAN USE OUR FOREMAN PLUS 1 MAN

AND USE 3 TO 4 COUNTY PERSONNEL —

SAVING WOULD BE APPROPRIATE

Notes

1. All plant material is guaranteed for six months except for neglect and/or acts of nature including freeze and storm damage.
2. Any labor or material in quantities not shown above is extra and will be charged accordingly.
3. Payment as follows: 1/3 down, 1/3 progress, 1/3 completion.
4. A care sheet will follow upon completion.

Thank you.

PLEASE NOTE: WE WILL HELP MOVE INTO PLACE EXISTING
BOULDERS FOR A MORE NATIVE LOOK. —

Mitchell Brown

1-13-09

Precinct 4 Building
SUPPLIED AND DELIVERED

III



XANADU NURSERY AND LANDSCAPING, INC.

19002 FM 150 West, Driftwood, Texas 78619

Hwy 150 (Halfway between Dripping Springs and Driftwood)

Phone (512) 894-0036 • Fax (512) 858-7314

Commercial and Residential Exteriors • Specimen Plant Material • Rock Work • Sprinkler Systems



Plant List - *DELIVER AND INSTALL SMALLER MATERIAL -*

4	Agave Americana	10 gal	- 56AL
4	Anacho Orchid	10 gal	- 56AL
14	Bushy Bluestem	25 gal	
2	Bold Cypress	25 gal	
3	Cedar Elm	25 gal	
8	Chinquapin Oak	25 gal	
286	Creek Sedge	4"	
2	Cross Vine	5 gal	
38	Damianita	1 gal	
6	Evergreen Sumac	10 gal	56AL
45	Fall Obedient Plant	1 gal	
23	Gulf Coast Muhly	5 gal	- 16AL
11	Gregg Dalea	1 gal	
6	Gregg's Mist Flower	5 gal	- 16AL
53	Indian Grass	1 gal	
18	Inland Sea Oats	1 gal	
14	Lindheimer Muhly	5 gal	- 16AL
68	Mexican Feather Grass	1 gal	
7	Mountain Laurel	15 gal	
1	Pecan	25 gal	
2	Possumhaw Holly	15 gal	
69	Salvia greggii (lavender or red)	1 gal	
28	Brazos Penstemon	1 gal	
2	Redbud	25 gal	
15	Red Yucca	5 gal	- 16AL
79	Spikerush	1 gal	
32	Texas Sedge	1 gal	
3	Turk's Cap	1 gal	
1	Trumpet Vine	5 gal	

later



XANADU NURSERY AND LANDSCAPING, INC.

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Hwy 150 (Halfway between Dripping Springs and Driftwood)

Phone (512) 894-0036 • Fax (512) 858-7314

Commercial and Residential Exteriors • Specimen Plant Material • Rock Work • Sprinkler Systems



6	Wheeler's Sotol	10 gal	- 564L
3	Wooly Stemodia	5 gal	- 164L
31	Zigzag Iris	1 gal	- 164L

Subtotal

Earthgoods, fertilizers, mulches, soil prep
Labor, delivery, supervision, gas., clean-up

Plus Delivery

9949.⁰⁰

Total

Notes

1. All plant material is guaranteed for six months except for neglect and/or acts of nature including freeze and storm damage.
2. Any labor or material in quantities not shown above is extra and will be charged accordingly.
3. Payment as follows: 1/3 down, 1/3 progress, 1/3 completion.
4. A care sheet will follow upon completion.

Thank you.

Mitchell Brown
1-13-07



XANADU NURSERY AND LANDSCAPING, INC.

19002 FM 150 West, Driftwood, Texas 78619

Hwy 150 (Halfway between Dripping Springs and Driftwood)

Phone (512) 894-0036 • Fax (512) 858-7314

Commercial and Residential Exteriors • Specimen Plant Material • Rock Work • Sprinkler Systems



Xanadu Nursery and Landscaping, Inc. invites you to visit our hill country location in Driftwood, Texas. On our grounds you will find a variety of plants to fill your needs. We carry a wide selection of specimen trees, seasonal and ornamental plants, as well as native plant material. Our experienced staff of landscape representatives will be able to help in any phase of the landscape process, from planning and design to actual installation.

Our business has been operating in the Austin area for over thirty years. We encourage you to review the attached selection of completed residential and commercial projects. We are proud of the work we have done and are sure you will find it to be of the highest quality in the industry today.

Some things to remember about Xanadu...

1. All plants are true to name and size and are #1 grade.
2. Proper earthgoods will be used at all times to ensure vigorous growth of all plants
3. All planting will be 100% fertilized upon completion.
4. All jobs will be started and completed in a professional and timely manner.
5. Unless specified, all materials chosen will be designed in a xeriscape manner (low maintenance in mind, native).
6. All plants are guaranteed for six months except for neglect and/or acts of nature including freeze and storm damage.



XANADU NURSERY AND LANDSCAPING, INC.

19002 FM 150 West, Driftwood, Texas 78619

Hwy 150 (Halfway between Dripping Springs and Driftwood)

Phone (512) 894-0036 • Fax (512) 858-7314

Commercial and Residential Exteriors • Specimen Plant Material • Rock Work • Sprinkler Systems



7. A care sheet will follow upon completion.
8. Unless specified, payments are to be received as follows: 1/3 down, 1/3 progress payment, 1/3 upon completion.

Thank you,

Mitchell Brown, President

Seth Brown, Vice President



XANADU NURSERY AND LANDSCAPING, INC.

19002 FM 150 West, Driftwood, Texas 78619

Hwy 150 (Halfway between Dripping Springs and Driftwood)

Phone (512) 894-0036 • Fax (512) 858-7314

Commercial and Residential Exteriors • Specimen Plant Material • Rock Work • Sprinkler Systems



Recently Completed Residential Projects

PAULA BACON
5901 STANDING ROCK DRIVE
AUSTIN, TX

TOM & NANCY BUCHSBAUM
4906 WHITETHORN COURT
AUSTIN, TX

DON & ANN CONNELL
DARDEN HILL ROAD
DRIFTWOOD, TX

MARK & DEBBIE MITCHELL
3016 MEANDERING RIVER COURT
AUSTIN, TX

MAX & GAYLE WELLS
3608 WOODCUTTER WAY
AUSTIN, TX

CLEM & LYNN EVANS
3202 LAMANTILLA COVE
AUSTIN, TX

GORDON & RENITA FELLER
2912 TRAILVIEW MESA TERRACE
AUSTIN, TX

BETTY JANICKI
8637 NAVIDAD DRIVE
AUSTIN, TX

JOHN & KATHERINE JONES
4306 WATERFORD PLACE
AUSTIN, TX

MIKE & SANDRA LANGSTON
1804 APRICOT GLENN
AUSTIN, TX

DAN & PAT MASSEY
5815 STANDING ROCK
AUSTIN, TX

ALAN REGISTER
8901 CHALK KNOLL DRIVE
AUSTIN, TX

HANK & TINA SEALE
205 COSTA BELLA DRIVE
AUSTIN, TX

FRED & CYNTHIA SIEGELE
4632 MANTLE DRIVE
AUSTIN, TX

RON & PAM WELBORN
13504 COURI PASS
AUSTIN, TX

STEVE AND VICKI WAGH
3210 HILLBILLY LANE
AUSTIN, TX



XANADU NURSERY AND LANDSCAPING, INC.

19002 FM 150 West, Driftwood, Texas 78619

Hwy 150 (Halfway between Dripping Springs and Driftwood)

Phone (512) 894-0036 • Fax (512) 858-7314

Commercial and Residential Exteriors • Specimen Plant Material • Rock Work • Sprinkler Systems



RESIDENTIAL PROJECTS (CON'T)

RICHARD AND TANIA SCHWARTZ
4136 WESTLAKE DRIVE
AUSTIN, TX

NICK NASCONE
217 BELLA RIVA DRIVE
AUSTIN, TX

MARK AND LINDSAY STRYKER
202 BELLA RIVA DRIVE
AUSTIN, TX

SMITH RAY
3012 MEANDERING RIVER COURT
AUSTIN, TX

KEN DUBUQUE
1504 BARTON CREEK BLVD.
AUSTIN, TX.



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Commercial Projects

DRIPPING SPRINGS PUBLIC LIBRARY- 501 SPORTPLEX DRIVE-DRIPPING SPRINGS, TX
3/M FACILITY-AUSTIN-KRAUSE ANDERSON
STATE FARM-HUNTERS CHASE
GENERAL MAIL FACILITY-WARRIOR CONSTRUCTION
K-MART--PARK WAY CONSTRUCTION
INTERFIRST BANK & DRIVE THRU - OAK HILL - FAULKNER CONSTRUCTION
SOUTHWEST TEXAS STATE UNIVERSITY-SCIENCE BUILDING--CLEARWATER
NORTHWEST PARK- CECIL RUBY COMPANY
ULLRICH WATER TREATMENT PLANT--CLEARWATER CONSTRUCTION
THIRD ROUND ROCK HIGH SCHOOL-CLEARWATER CONSTRUCTION
SOUTHEAST JUNIOR HIGH SCHOOL--CLEARWATER CONSTRUCTION
TARRYTOWN RETAIL CENTER--VANGUARD PROPERTIES
AUSTIN SOUTH PLAZA HOTEL-HOWARD JOHNSON
CAMP MABRY--STATE OF TEXAS
LOST CREEK SUBDIVISION ENTRANCE
ENCLAVE BUSINESS CENTER--THE GELE GROUP
BROOKS APARTMENTS-HUDKINS DEVELOPMENT
WOODSTONE ELEMENTARY SCHOOL--HILL CONSTRUCTION
CENTRAL SERVICES--HILL CONSTRUCTION
BRAKER LANE RETAIL CENTER--WADE CONSTRUCTION
CLEAR ROCK RANCH--WALTER HALL
LIVE OAK PLAZA--WOERNER PROPERTIES
AUSTIN HOME & GARDEN
WALNUT CREEK BUSINESS PARK--WOERNER PROPERTIES
JAMESTOWN APARTMENTS
PROMONTORY APARTMENTS
CLEAR WATER CONSTRUCTION MAIN ENTRANCE
BENTLEY "THE AUTO BUTLER"
SEQUIX APARTMENTS
LANGTRY APARTMENTS
NORTHCADDE APARTMENTS
PHILLIPS 66
TROPICANA APTS-
I. B. M. -NORTH PHASE-FAULKNER



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COMMERCIAL PROJECTS - CON'T

MOTOROLA - OAK HILL - 2ND PHASE

RIVERPLACE---IDM

SHOPPING MALL-WHATABURGER-SHERMAN WILLIAMS---RUTLAND & IH-35

K-MART - 35 & BEN WHITE

LONG CANYON ENTRANCE

CHURCH OF LATTER DAY SAINTS

DELL COMMUNITY CAMPUS

CONGREGATION BETH ISRAEL

CENTRAL MARKET DOCTOR'S OFFICES (BURLINGTON VENTURES)

CONGREGATION AGUDAS ACHIM

GREAT HILLS BAPTIST CHURCH

LAVENTANA SUBDIVISION ENTRY

LONG CANYON SUBDIVISION ENTRY

THE SPANNS - ymc

BUILDERS

LONGHORN CUSTOM HOMES

ZBRANEK CUSTOM HOMES

HILL CASTLE HOMES

WILDE CUSTOM HOMES

PRESTIGE CUSTOM HOMES

MICHAEL DEANE CUSTOM HOMES

THE MUSKIN COMPANY

SIERRA BUILDERS

KEITH BROWN CUSTOM HOMES

FAX Cover Sheet

**To: Ron Knott / Hays County
Fax: 512-393-7646
Date: January 12, 2009
From: Jason / Schulz Nursery Seguin
of Pages: 2
(includes cover sheet)**

Please note: This proposal includes some substitutions in the plant material selected due to the original material selected not being available at this time. The substitutions are as follows:

286 Creek Sedge was changed to 286 Texas Meadow Sedge

31 Zig Zag Iris was changed to 31 Yellow Flag Iris

79 Spikerush was changed to 79 Horsetail Reed

53 Indian Grass was changed to 53 Gulf Muhly Grass

The prices listed do not include local sales tax.

Schulz Nursery Landscape Proposal

Prepared for: Hays County
Date: January 12, 2009
Attn: Ron Knott

Prepared By: Jason / Schulz Nursery in Seguin

4 Attacacho Orchid trees, 10 gal. @ \$110.50 each	\$442.00
2 Bald Cypress, 30 gal @ \$175.00 each	\$350.00
38 Damanita, 1 gal @ \$5.95 each	\$226.10
15 Obedient Plant, 1 gal @ \$5.10 each	\$229.50
76 Gulf Muhly, 1 gal @ \$5.10 each	\$387.60
6 Gregg's Mist Flower, 1 gal @ \$5.10 each	\$30.60
18 Inland Sea Out, 1 gal @ \$5.10 each	\$91.80
68 Mexican Feather Grass, 1 gal @ \$5.95 each	\$404.60
2 Possumhaw, 15 gal. @ \$85.00 each	\$170.00
32 Texas Sedge, 4 inch @ \$2.13 each	\$68.16
3 Turkscap, 1 gal @ \$5.95 each	\$17.85
8 Wheelers Sotol, 3 gal. @ \$20.40 each	\$163.20
3 Woolly Stemodia, 1 gal., @ \$5.10 each	\$15.30
79 Horsetail Reed, 1 gal @ \$3.50 each	\$276.50
14 Linheimer Muhly, 1 gal @ \$3.00 each	\$42.00
31 Yellow Flag iris, 1 gal @ \$3.50 each	\$105.00
286 Texas Meadow Sedge, 4 inch @ \$2.13 each	\$609.18
14 Bushy Bluestem, 1 gal. @ \$5.10 each	\$71.40
69 Salvia Greggii, 1 gal, @ \$2.75 each	\$189.75
11 Greg's Dalea, 1 gal. @ \$5.95 each	\$65.45
2 Crossvine, 5 gal. @ \$22.10 each	\$44.20
6 Evergreen Sumac, 5 gal.. @ \$22.10 each	\$132.60
15 Red Flowering Yucca, 1 gal., @ \$5.95 each	\$89.25
4 Agave Americana, 5 gal. @ \$20.40 each	\$81.60
3 Cedar Elm, 30 gal., @ \$175.00 each	\$525.00
7 Texas Mountain Laurel, 10 gal. @ \$80.00 each	\$560.00
2 Red Bud, 10 gal. @ \$70.00 each	\$140.00
28 Brazos Penstemon, 1 gal., @ \$3.83 each	\$107.34
8 Chinquapin Oak, 30 gal., @ \$140.00 each	\$1,120.00
1 Pecan, 15 gal.. @ \$90.00, each	\$90.00
1 Trumpet Vine, 5 gal.. @ \$9.00 each	\$9.00
Total	\$6,854.88

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Authorize purchase of laptop/printer for Human Resources totaling \$2,350 and amend the budget accordingly.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION
 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: Tuesday, February 3, 2009

AMOUNT REQUIRED: \$2,350

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-421-5712

REQUESTED BY: Baen

SPONSORED BY: Sumter

SUMMARY: Laptop and printer not budgeted for Communications Specialist position; amend from 01-421-5711 – TV/cart/screen - \$1,450; and 01-456-5718 – OCR/Adobe software for HR, transfer ok per Jeff McGill.

**AMENDMENT
NO. 09-05
FY 2009 BUDGET
02/03/2009**

**FUND NO. 01
FUND TITLE: GENERAL**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>HUMAN RESOURCES (421):</u>				
01-421-5712 Data Proc Eqpt	-0-	2,350		2,350
01-421-5711 Office Eqpt	1,450		(1,450)	-0-
<u>INFORMATION TECHNOLOGY (456):</u>				
01-456-5718 Software	21,200		(900)	20,300

Authorized & transfer for laptop/printer not budgeted for new position from previously approved tv/cart/screen & software.

ORDER AMENDING THE COUNTY OF HAYS BUDGET
FOR FY ENDING SEPTEMBER 30, 2009

THE STATE OF TEXAS
COUNTY OF HAYS

WHEREAS, on the 3rd day of February, A.D., 2009, the Commissioners' Court of Hays County, Texas

has determined that a need exists for the reallocation of certain appropriations included in the FY 2009 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2009 be and they are hereby amended as indicated on the attached list.

It is the further order of the COMMISSIONERS' COURT that a copy of the amendment provided herein be filed with the Clerk of the County Court of Hays County, with instructions that it be attached to the Budget originally adopted and now on file in the office of the County Clerk.

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 3rd day of February, 2009.

FOR	()	_____
AGAINST	()	ELIZABETH 'LIZ' SUMTER
ABSTAIN	()	COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR	()	_____
AGAINST	()	DEBBIE GONZALES - INGALSBE
ABSTAIN	()	COMMISSIONER, PRECINCT 1

FOR	()	_____
AGAINST	()	JEFF BARTON
ABSTAIN	()	COMMISSIONER, PRECINCT 2

FOR	()	_____
AGAINST	()	WILL CONLEY
ABSTAIN	()	COMMISSIONER, PRECINCT 3

FOR	()	_____
AGAINST	()	KAREN FORD
ABSTAIN	()	COMMISSIONER, PRECINCT 4

ATTEST:

LINDA C. FRITSCHKE
COUNTY CLERK, HAYS COUNTY, TEXAS

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Executive Session pursuant to Section 551.074, Texas Government Code to discuss, deliberate and conduct the performance evaluation of the Interim Director of Personal Health. Action may follow in open court.

CHECK ONE: **CONSENT** ☐ **ACTION** ☒ **EXECUTIVE SESSION**

 ☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe/Barton

SPONSORED BY: Ingalsbe/Barton

SUMMARY: It has been approximately six months that Priscilla Hargraves was appointed to this position. (July 16, 2008)

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Executive Session pursuant to Section 551.071 of the Texas Government Code, Consultation with Counsel regarding litigation and/or contemplated litigation related to Interlocal Agreements for the regulation of subdivisions in Extra-Territorial Jurisdictions located in Hays County. Action may follow in open Court.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: February 3, 2009

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: None

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY: To be provided by counsel in Executive Session.

