

19

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction and drainage improvements, release the construction bond, and accept the maintenance bond for two years for Reunion Ranch subdivision, Phase 1A.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 19, 2013	0

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	WHISENANT	N/A

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The Transportation Department has inspected and approved the improvements. The maintenance bond amount is for \$107,873.60.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

March 6, 2013

Honorable Bert Cobb, M.D.
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Reunion Ranch subdivision, Phase 1A

Dear Commissioners and Judge:

Urban Design Group, at the request of Taylor Morrison of Central Texas, Inc., is requesting that Hays County accept construction of roads in Reunion Ranch subdivision, Phase 1A, and accept a maintenance bond in the amount of \$107,873.60. Brian Runyen, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the construction bond be released.

Respectfully,

A handwritten signature in cursive script, reading "Jerry H. Borcharding".

Jerry Borcharding, P.E.
Director
Hays County Transportation

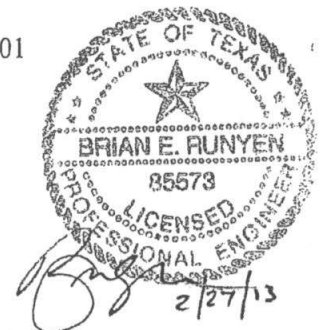
**ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE**

**PROJECT: Reunion Ranch Phase 1A
(Streets, Drainage, Water Distribution & Wastewater Collection)**

Owner:
Taylor Morrison of Central Texas, Inc.
ATTN: Michael Slack
11200 Lakeline Blvd, Suite 150A
Austin, TX 78717

Engineer:
Urban Design Group (TX Firm #F-1843)
ATTN: Brian Runyen, P.E.
3660 Stoneridge Road, Suite E101
Austin, TX 78746

Contractor:
Nelson Lewis, Inc.
ATTN: Hank Lewis
P.O. Box 235
Marble Falls, TX 78654

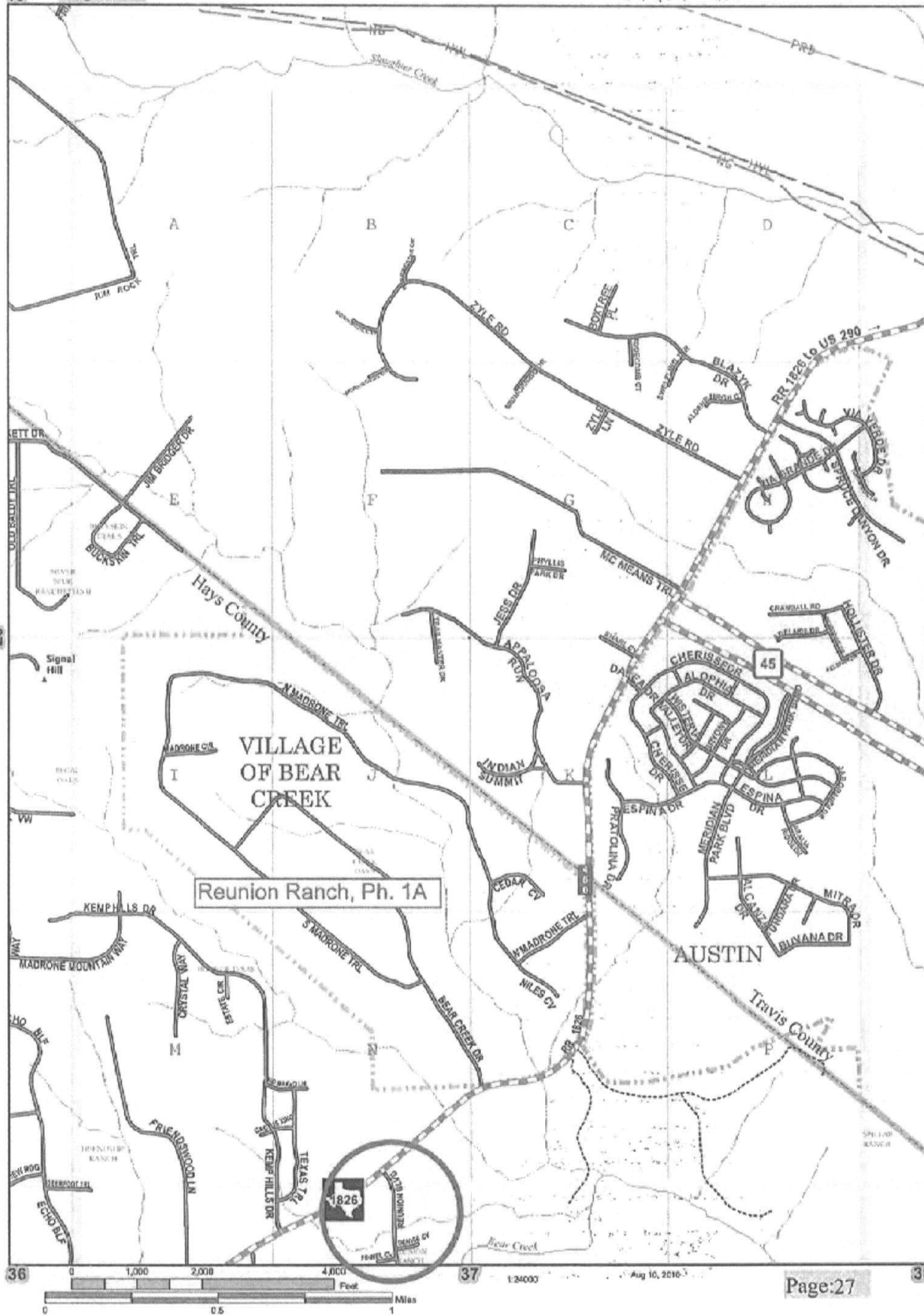


I and other representatives of UDG have made visual reviews of the above-referenced project during construction and observed that the project streets, drainage and water distribution and wastewater collection improvements are substantially complete and appear to have been constructed per the record drawings with insignificant deviation. UDG did not perform construction inspection services for the project.

The following items need to be addressed for final completion:

- Bolt all wastewater manhole covers that are not in the street (including WW Line C manholes at STA's 0+00, 2+46, 8+59, and any other manholes still needing bolts).
- Complete revegetation of all areas disturbed by construction activity. Per the plans, *"Restoration shall be acceptable when the grass has grown at least 1-1/2 inches high with 95% coverage, provided no bare spots larger than 16 square feet exist."* Maintain erosion controls until revegetation is established. Many silt fences are currently torn or badly damaged (likely due to the extremely high winds earlier this week). Contractor and Owner should coordinate on areas that will continue to be disturbed and be revegetated by Owner's home building crews.
- Any remaining punch list items remaining from the developer, County, City of D.S., or PUA.

I recommend acceptance of this project with satisfactory completion of the items listed above.





Nelson Lewis, Inc

P. O. Box 235
Marble Falls, Texas 78654

830-693-8874 Fax 830-693-5986

March 12, 2013

Mr. Jerry Bourcherding
Hays County Road Department
2171 Yarrington Rd
San Marcos, TX 78667

Re: Reunion Ranch – Bond and Warranty

Mr. Bourcherding,

Attached, please find the warranty and bond information required to accept the streets at Reunion Ranch. If you have any questions, please let me know.

Thank you for your consideration,

A handwritten signature in black ink, appearing to be 'Mark Bray', is written over a horizontal line.

Mark Bray
Project Manager
(830) 693 8874

Date: March 7 2013

To: Taylor Morrison
11200 Lakeline Blvd, Suite 150
Austin, TX 78717

Re: Reunion Ranch
Phase 1A, Paving
Improvements
Hays County, Texas

The undersigned Contractor does hereby guarantee the work under the above referenced contract to be free from faulty materials and improper workmanship, and against injury from proper and usual wear; and hereby agrees to replace or re-execute without cost to the Owner such work as may be found to be improper. This guarantee shall cover a period of two (2) years from the date of completion of the work under this Contract, as evidenced by the date of the final invoice.

Contractor:

Harris Road Company

Scott Harris 3/7/13
Scott Harris, President



International Fidelity INSURANCE COMPANY

One Newark Center, 20th flr. Newark, New Jersey 07102-5207 1-800-333-4167 / (973) 624-7200 / WWW.IFIC.COM

MAINTENANCE BOND

BOND NO. HSIFSU0595890

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Nelson Lewis, Inc.
_____ as Principal, and
INTERNATIONAL FIDELITY INSURANCE COMPANY, a New Jersey Corporation of One Newark Center, 20th
Floor, Newark, New Jersey, licensed to do business in the State of New Jersey and
as Surety, are held and firmly bound unto Hays County, Texas
as Obligee, in the full and just sum of Seventy-three Thousand Nine Hundred Fifty Two Dollars and No Cents
_____ (\$ 73,952.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 19th day of March, 20 13

**THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for** Reunion Ranch Phase 1A-Paving, Gas, and Electric Improvements

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective materials and workmanship
in connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of March 19, 2013 thru March 19, 2015 because of defective materials or workmanship in connection with
said contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness 

Nelson Lewis, Inc.  +

Witness Canellia Doss 

INTERNATIONAL FIDELITY INSURANCE COMPANY

Kenneth Nitsche

Attorney-in-Fact

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**CRAIG PARKER, ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, ROBERT K. NITSCHKE,
NINA K. SMITH, VIOLET FROSCH, GARY A. NITSCHKE, KENNETH NITSCHKE**

Giddings, TX.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this **19th** day of **March, 2013**

Assistant Secretary

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

800-333-4167

You may also write to International Fidelity Insurance Company at:

**Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or International Fidelity Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND.

This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Texas legal and regulatory requirements.



International Fidelity INSURANCE COMPANY

One Newark Center, 20th flr. Newark, New Jersey 07102-5207 1-800-333-4167 / (973) 624-7200 / WWW.IFIC.COM

COPY

MAINTENANCE BOND

BOND NO. HSIFSU0595890

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Nelson Lewis, Inc.
_____ as Principal, and
INTERNATIONAL FIDELITY INSURANCE COMPANY, a New Jersey Corporation of One Newark Center, 20th
Floor, Newark, New Jersey, licensed to do business in the State of New Jersey and
as Surety, are held and firmly bound unto Hays County, Texas
as Obligee, in the full and just sum of Seventy-three Thousand Nine Hundred Fifty Two Dollars and No Cents
_____ (\$ 73,952.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 19th day of March, 20 13

**THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for** Reunion Ranch Phase 1A-Paving, Gas, and Electric Improvements

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective materials and workmanship
in connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of March 19, 2013 thru March 19, 2015 because of defective materials or workmanship in connection with
said contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness _____

Nelson Lewis, Inc.

Witness Canellia Doss

INTERNATIONAL FIDELITY INSURANCE COMPANY

Kenneth Nitsche

Attorney-in-Fact

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or International Fidelity Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND.

This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Texas legal and regulatory requirements.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CRAIG PARKER, ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, ROBERT K. NITSCHKE,
NINA K. SMITH, VIOLET FROSCH, GARY A. NITSCHKE, KENNETH NITSCHKE

Giddings, TX.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19th day of March, 2013

Assistant Secretary