Commissioners Court -March 4, 2014 NOTICE OF A MEETING OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **4th day of March, 2014**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PUBLIC COMMENTS

At this time <u>3-MINUTE</u> 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. <u>Please Complete the Public Participation/ Witness Form in its Entirety</u>. NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

	CONSENT ITEMS The following may be acted upon in one motion.			
	A <u>Con</u>	missioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.		
1	3	Approve payments of county invoices. HERZOG		
2	4	Approve Commissioners Court Minutes of February 25, 2014. COBB/GONZALEZ		
3	5-16	Approval to add Spitzer & Associates to the list of pre-qualified vendors for the Road Bond Program under the category of ROW Acquisition. CONLEY		
4	17-25	Approve Utility Permits. COBB/BORCHERDING		
5	26-32	Authorize Pct. 1 Commissioner to sign a contract for Professional Services with Klotz & Associates for Harris Hill Road Drainage Study. INGALSBE/BORCHERDING		
6	33-34	Amend the Precinct 2 building construction budget for building repairs for wall damage in the waiting areas. JONES		
7	35-44	Authorize the County Judge to execute an Amendment to the Contract with the Department of State Health Services for the Tuberculosis Prevention and Control grant. INGALSBE/GARZA/HAUFF		
8	45-46	Approve the appointment of Leah Gibson to serve as a representative on the Capital Area Council of Governments (CAPCOG) Solid Waste Advisory Committee to replace David Case. COBB		
9	47-48	Move funds from the Sheriff Operating budget to the Animal Control budget for continuing education and amend the budget accordingly. COBB/CUTLER		
10	49	Accept Annual Financial Report from the Hays County Emergency Service District #5 /Kyle Fire Department. WHISENANT/SMITH		

ACTION ITEMS

	ROADS				
11	50	Call for a public hearing on March 18, 2014 to establish traffic regulations (NO PARKING zone) along Crystal Meadow Drive at the Pct. 2 office. JONES/BORCHERDING			
12	51-54	Discussion and possible action to consider the acceptance of road construction and drainage improvements, and release of the construction surety for Key Ranch aka Saratoga Hills Subdivision, Section 1. WHISENANT/BORCHERDING			

		MISCELLANEOUS
13	55-57	Discussion and possible action to consider naming a private drive located off RR 12 in Precinct 4 to Orchid Lane. WHISENANT/GARZA

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Johnson Trube & Associates, LLC. for real estate services related to surplus property in Hays County. **COBB**

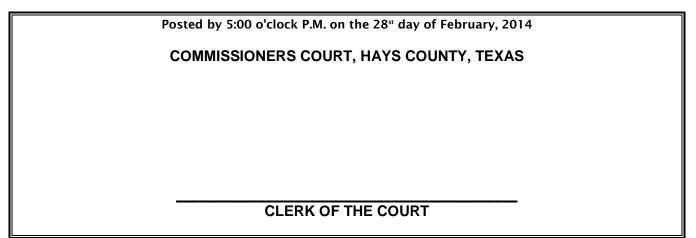
EXECUTIVE SESSIONS

adv	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.				
15	78	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. COBB			
16	79	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition at the intersection of Yarrington and IH35. Possible action to follow in open court. INGALSBE			

STANDING AGENDA ITEMS

The	The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.			
17	Discussion of issues related to inmate population at the Hays County Jail. COBB/CUTLER			
18	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS			
19	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Laura Harris, HNTB and Allen Crozier, HDR. Possible action may follow. COBB			
20	Discussion of issues related to the Hays County Water and Sewer Authority and the West Travis County Public Utility Agency. WHISENANT			

ADJOURNMENT



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.

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices. **ITEM TYPE MEETING DATE** AMOUNT REQUIRED March 4, 2014 CONSENT LINE ITEM NUMBER **AUDITOR COMMENTS:** PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR APPROVAL: N/A **REQUESTED BY CO-SPONSOR** SPONSOR Auditor's Office HERZOG N/A SUMMARY

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioner Court Minutes of February 25, 2014.

	MEETING DATE	AMOUNT	REQUIRED
CONSENT	March 4, 2014		
	AUDITOR USE ONLY		
AUDITOR COMMENTS:			
PURCHASING GUIDELINES FOLLOWED:	N/A		/Α
REQUESTED BY		SPONSOR	CO-SPONSOR
Gonzalez		СОВВ	N/A
SUMMARY			

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Approval to add Spitzer & Associates to the list of pre-qualified vendors for the Road Bond Program under the category of ROW Acquisition.

	MEETING DATE	AMOL	JNT REQUIRED
CONSENT	March 4, 2014		N/A
	AUDITOR USE ONLY		
AUDITOR COMMENTS:	ADDITOR OOL ONLY		
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW:	N/A
REQUESTED BY		SPONSOR	CO-SPONSOR
Conley		CONLEY	N/A
SUMMARY			

Please find attached a copy of the proposal received from Spitzer & Associates. Spitzer & Associates is compliant with all request and specifications of the RFQ.



SPITZER & ASSOCIATES CORPORATE OVERVIEW

Spitzer & Associates is a Hays County based company, with a <u>Wimberley</u> office that is solely dedicated to providing personalized and innovative real estate solutions. Founded in 1999 and incorporated as Spitzer & Associates, Inc., in 2001; we are certified as a HUB, a Woman-Owned DBE, and a SBE. Having implemented more than 50 state and federal real estate initiatives since our founding, we are a strong and leading edge company possessing comprehensive experience in all aspects of real estate management. Headquartered in Hays County and founded by Candy Spitzer, we are a dedicated, nationally recognized team of real estate professionals. Our focus is in Texas although our reputation for excellence has offered us the opportunity to complete projects for the federal government and nationally.

Collectively our staff bring expertise in a broad range of real estate services, specializing in transportation services and including full service right of way for road projects, voluntary flood mitigation projects, right of way acquisition, quality assurance, all aspects of relocation services, program management, legal and paralegal services, closing services, site selection, title services, property management, project management oversight and brokerage services

Spitzer & Associates has a thorough and comprehensive understanding of the scope of work for right of way projects. Acquisition projects can be complex and require trained skills, and a dedicated mindfulness to project time lines. We will customize all activity requirements to meet the needs of Hays County, keeping in mind the reporting and collaborative environment that Hays County fosters. Our reputation for excellence is well known throughout Texas and the nation in the land acquisition industry. We provide exemplary service that meets or exceeds our clients' expectations. Before taking a project, we honestly appraise potential limitations that may impede our ability to meet a proposed deadline or budget. Our reputation is based on providing high quality services within the project budget and meeting or beating projected timelines.

Dedicated to providing excellence in every facet of the right of way acquisition process; our expertise includes, trained skills in communication; negotiations; planning and tracking; title curative and closing services; due diligence, and coordination services. Our real estate professionals have the capability and availability to meet all project requirements.

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<u>As a local Hays County company for three decades</u>, Spitzer & Associates is dedicated to understanding all facets of the Texas real estate market. Spitzer & Associates expertise and team provides the knowledge and local accountability needed by the County to complete on-call right-of-way projects with quality and cost effectiveness, while meeting aggressive schedules.

OVERALL MISSION

Spitzer & Associates mission is to provide excellence in real estate solutions. Our clients repeatedly turn to us to because we have proven that as a progressive firm, comprised of knowledgeable and experienced professionals, Spitzer & Associates produces positive results for our clients. The diversity of our experience, our national contacts, and organizational involvement creates the synergy to solve problems and efficiently listen to the needs of our clients so that we can provide personalized service, solve problems, and be accessible when requested.

Right of way acquisition is accomplished through the joint efforts of Acquisition Agents, Appraisers, and Review Appraisers, Surveyors, Title companies, and the Document Clerk / Title Research Specialist. Ultimately the Acquisition Agent must obtain the cooperation of the land owner, requiring excellent good faith negotiation and communication skills. We will work with all the acquisition related services to efficiently acquire property in compliance with federal regulations and guidelines.

It requires an accomplished and successful firm to ensure Federal, State, and County compliance along with superior negotiation and mediation skills. Spitzer & Associates are known as experts in ensuring compliance with local, state, and federal regulations and guidelines.

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The following provides an overview of Spitzer & Associates comprehensive real estate solutions experience.

Activity	Description
Program & Project	
Program & Project Management	
Management	an existing program or specific project.
Acquisition Services	Negotiate for real property rights for governmental/quasi-governmental entities, both under
	the Uniform Act and for non-federally funded projects.
Relocation Assistance	One of the few firms that specialize in this complicated
Services	and critical element of governmental real estate
Project Oversight &	Created and completed the first real estate element of
Quality Assurance	a Project Management Oversight Contract for the
	Federal Transit Authority.
Real Estate Program	Provide outside objective and creative ideas for implementing or improving a governmental/quasi-
Consultation	governmental real estate program.
Public Involvement	Conduct public hearings; create websites, and
	proactively keep constituents informed.
Condemnation Support	Accurate and complete files, lis pendens identified
Title Curative & Closing	legal staff to take lead or provide support.
	Quick, efficient answers to conveying clear title.
Property Management	Understand management and disposal of assets acquired.
Property Databases &	Create manageable databases and inventories of
Inventories	properties owned.
Schedule Matrix and	Updated, complete, timely reporting available in
Record Keeping	client's preferred program.
Site Selection Services	Analysis of real estate sites for a variety of uses,
Suc Sciention Cervices	including property research, floodplain analysis, and developmental capabilities.
	Comprehensive research to determine property
Due Diligence Services	ownership, easements, and other factors affecting real
	property.



The following provides an overview of our comprehensive real estate solutions experience with varied land acquisition projects, both locally and nationally:

Texas Department of Transportation ROW Full Service Projects

We have had a Master Contract to provide turnkey Right of Way services with TxDOT since 2002. We are currently working under a \$2Million Master Contract with TxDOT. Representative projects include:

- **Waco District**: We provided acquisition services to obtain right-of-way for the expansion of State Highway 31 and administer all acquisition activities, including, but not limited to obtaining appraisal and review appraisal services, negotiations to purchase, relocation assistance, title curative, and eminent domain assistance.
- **Waco District**: We provided acquisition services to obtain right-of-way for the expansion of Interstate Highway 35 and administered all acquisition activities, including, but not limited to obtaining appraisal and review appraisal services, negotiations to purchase, relocation assistance, title curative, and eminent domain assistance.
- **Dallas Division**: We provided acquisition services to obtain right-of-way for the expansion of FM 455 and Loop 12.
- **Dallas Division**: We provided full service acquisition services for the expansion of FM 3097 in Rockwall County.
- Austin Division: We are currently providing relocation services for the expansion of FM 973 by ABIA airport.
- Austin Division: We are currently providing turnkey right of way services for the expansion of Hwy 123 in San Marcos.

U.S. Army Corps of Engineers (USACE), Louisiana

Spitzer and Associates worked under a 5-year contract to provide full service turnkey real estate services for the USACE in New Orleans, Louisiana and surrounding area. The work, associated with the New Orleans to Venice Hurricane Storm Damage Risk Reduction System projects, was to provide for acquisition of levees expanded and rebuilt in and around New Orleans. Acquisition was required to be performed in accordance with the Uniform Act. We were responsible for the coordination and



management of this project, including public involvement, obtaining rights of entry when required, extensive title curative work, acquisition and negotiation services, document preparation, tract file maintenance, quality assurance and control, and database management. Right-of-way services included coordination and oversight of all functions necessary to complete acquisitions, except appraisal review and closings, for the USACE.

CITY OF SAN MARCOS

Spitzer & Associates is purchasing 25' utility easements along RR 12 and SH 123 for the City of San Marcos. We are providing appraisal services, appraisal review services, title services, and acquisition services.

Idaho Department of Transportation - Connecting Idaho Partners (CIP)

Spitzer & Associates was responsible for oversight of all real estate activities involved for this \$1 billion highway expansion program. In addition to providing turnkey appraisal, title, acquisition, relocation, and property management for 140+ parcels, we also provided Program Management Services required for all right of way acquisition coordination, relocation coordination, appraisal coordination, data/record management coordination, federal grant compliance, and program management for GARVEE funded projects in the State of Idaho. Under the direction of the CIP Right of Way Manager, we developed electronic Right of Way Documentation and Parcel Tracking System; right of way coordination with planning agencies, State of Idaho right of way staff and the Federal Highway Administration (FHWA); prepare the right of way budget and schedule; and develop a Process and Procedure Manual.

Of particular concern for ITD was the ability to deliver on time under a short schedule. We instituted innovative solutions in Idaho, and reduced the normal timeframe for obtaining right of way clearance to a shortened schedule of 12 months, which is 24 months shorter than the norm for the Idaho Department of Transportation. We put into place a program that provided the property owner an incentive for accepting the offer in 30 days. This program was very successful in Idaho and was one of the first of its kind on large transportation projects



Williamson County Right-of-Way Acquisition

Spitzer & Associates provided full service right-of-way acquisition and public utility easement acquisition and relocation for several projects throughout Williamson County including:

- Parmer Lane Extension 3405 to 2338
- Chandler Road Extension
- Georgetown SH 29
- Georgetown Smith Branch
- CR 366 Road Improvement Project
- Hwy 79
- Kauffman Loop
- Parmer Lane III
- Parmer, Section IV

OUR TEAM

The Spitzer & Associates Team is the basis of our success. We have a deep pool of qualified local real estate acquisition professionals with comprehensive experience, who will be fully and immediately responsive to Hays County. Collectively our staff brings expertise in a broad range of real estate services, including turnkey transportation projects, right of way acquisition, quality assurance, appraisal services, program management, legal services, project management oversight and brokerage services. All personnel are trained to work closely to creatively solve problems, plan services, and successfully respond to your needs. The company provides all equipment and training needed to provide quick accessibility and data documentation. We have bilingual staff available for translation needs. Our key personnel available now to serve Hays County:

- Candy Spitzer, Project Director/Project Manager, Texas Real Estate Broker
- Rhonda Young, Project Manager, Acquisition/Title Specialist
- Pat Ford, Project Manager/Acquisition Specialist
- Sheridan Robinson, Condemnation Specialist
- We work closely with all County approved appraisers, review appraisers, and title companies. If required, we have a close working relationship with Atrium Real Estate, Appraisal Services, Lori Johnson, MAI – SR/WA and for Title Services, Joe Malone, J.D., Escrow Officer.



Resume for Candy Spitzer is offered at the end of this section. Highlights of the available project managers are provided below. All Spitzer & Associates staff members are certified right-of-way specialists, and licensed Texas real estate professionals.

CANDY SPITZER, PROJECT DIRECTOR/PROJECT MANAGER

Candy Spitzer is President of Spitzer & Associates and serves as the Project Director/Project Manager for this project. She has been a Hays County resident for 27 years and lives in Wimberley. She is personally accessible to the staff and leadership of Hays County.

Ms. Spitzer provides the strong, personal leadership that guides the successful completion of projects, such as numerous TxDot projects, the state of Idaho's highway program, the real estate segment of the Austin Bergstrom International Airport, the creation and implementation of the first real estate portion of a Project Management Oversight contract for the Federal Transit Administration, and numerous right of way and easement acquisition projects. Her experience with transportation projects is national, but her approach is local.

Ms. Spitzer is often a speaker on relocation and right-of-way issues at conferences and meetings on a national level, and has participated in legislative steering committees dealing with proposed changes to federal guidelines for public acquisition and relocation projects. Her 27+ year presence in Hays County gives her a strong knowledge of the subtleties and history of its market. Ms. Spitzer's Uniform Act experience is national, but her focus and home has always been Texas. She is active in numerous organizations, including the Austin Board of Realtors, the American Association of State Highway and Transportation Officials, and the International Right of Way Association, where she is active in both the local chapter and serves on the National Relocation Committee. She is also a certified mediator.

Several relevant examples of Ms. Spitzer's experience include the following projects.

- Texas Department of Transportation Quality Control/Quality Assurance
- Connecting Idaho Partners Program Management Services
- Federal Transit Administration Project Management Oversight services
- San Antonio Water Program Director

As Project Director, Ms. Spitzer will provide quality assurance/project management for all services provided and ensure the success of real estate acquisition projects for Hays County.



RHONDA YOUNG - PROJECT MANAGER/ACQUISITION & TITLE SPECIALIST

Ms. Young has project management for turnkey right-of-way projects, and has provided real estate acquisition and relocation assistance services in Texas and Louisiana. Her skills include right of way acquisition, relocation, negotiation, appraisal, landowner conflict resolution, coordination with legal and accounting services, liaison to engineers and construction firms, and title curative services.

She is a proven right-of-way professional with 8+ years of project management experience. She is certified as a relocation specialist through the International Right of Way Association and has a strong track record of delivering projects on time and under budget. Her high levels of communication skills enable her to guide her team seamlessly as an extension for TxDot. Her knowledge of the Uniform Act is extensive.

Her project work also includes Texas Department of Transportation project; acquisitions for the Williamson County Highway projects; project management for San Antonio River Authority right of way projects, and acquisition of easements for the U.S. Army Corp of Engineers (USACE), a project to rebuild levees in New Orleans and surrounding parishes as a result of Hurricane Katrina.

PAT FORD - PROJECT MANAGER/ACQUISITION SPECIALIST

Pat Ford started as a Right of Way Agent for Travis County and ended up being the Travis County Real Estate Manager. Her responsibilities included negotiation of transactions for the acquisition of commercial, industrial, agricultural, residential and special-purpose properties for right-of-way, easements, and other public uses. She assisted with the coordinated analysis of property use and value with appraisers, land planners, engineering project managers, County attorneys and title companies. Additional responsibilities included assisting Travis County attorneys in condemnation proceedings, testifying in Condemnation court, coordinating public utility relocation for projects, working with other governmental entities including the State of Texas and the City of Austin on coordinated projects.

Pat was right of way project manager for the Dessau Road Extension Project, as well as Travis County's Substandard Road Program.



References:

- Texas Department of Transportation, Austin District, San Marcos SH 123 project Albrina Coleman, Right of Way Project Manager Office: 210.615.6236 / Fax: 210.615.6013 <u>Albrina.Coleman@txdot.gov</u> Year of Service: 2013-2014 Turnkey Right of Way services: Appraisal, appraisal review, acquisition, relocation, title curative, condemnation support
- Texas Department of Transportation, Dallas District, Rockwall County Project Denita Wesley, Right of Way Project Manager Office: 214.320.6695 / Fax: 214.320.4429 <u>Denita.Wesley@txdot.gov</u> Year of Service: 2013-2014 Turnkey Right of Way services: Appraisal, appraisal review, acquisition, relocation, title curative, condemnation support
- US Army Corps of Engineers, Katrina Levee Project Deanna Walker, Chief, Direct Federal Acquisition Branch Real Estate Division Office: 504.862-2519 / Fax: 504.862.1299 <u>Deanna.e.walker@usace.army.mil</u> Year of Service: 2007 – 2012 Turnkey Right of Way services: Appraisal, relocation, title curative, condemnation support
- Williamson County, Sheets & Crossfield, P.C. Don Childs, Attorney, Project Manager Office: 512.255.8877 / Fax: 512.255.8956 <u>DChilds@sheets-crossfield.com</u> Year of Service: 2007-2012 Turnkey Right of Way services: Appraisal, appraisal review, acquisition, relocation, title curative, condemnation support
- Travis County, Road Projects for CIP Greg Chico, Real Estate Manager Office: 512.854.9383 / <u>Greg.chico@co.travis.tx.us</u> Year of Service: 1995-2004 Acquisition Services



Expertise

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Real Estate Broker and Certified Mediator in both two-party and multi-party dispute resolution

Education

- Texas Real Estate Broker's License
- University of Texas at Austin, Bachelors of Fine Arts
- University of Texas at Austin, MBA Curriculum
- IRWA R/W-RAC Certified
- Course work in Uniform Act: real estate acquisition, relocation assistance
- University of Santa Monica, California; Master's of Arts in Applied Psychology
- Peace Theological Seminary, Phd

Professional Registrations/ Affiliations

- International Right of Way Association Member
- International Relocation Assistance Committee Leadership role (was on the team that created "Advanced Residential Relocation Assistance" Course)

Candy Spitzer, R/W-RAC Project Manager/Texas Real Estate Broker

Candy Spitzer, Principal-in-Charge, will personally provide project management and quality control for this project, ensuring completion of agreed upon project status tracking reports. Quality control activities are defined in a Quality Control Plan for each project. Ms. Spitzer also performs QA audits, establishes preventive and corrective actions, and develops continuous improvement activities. She is responsible for clarifying quality objectives, needs, expectations and requirements and ensuring that project staff implement or meet them. She resolves quality issues and ensures compliance with contractual agreements. Our internal quality control procedure includes but is not limited to the following:

- Detailed reports are maintained for every parcel and analyzed by the team to resolve problems as they arise.
- All acquisition or relocation packages are reviewed internally.
- Appraisals and Review Appraisals are carefully monitored for compliance.
- Weekly monitoring of QA/QC procedures occurs during each project.
- Milestone deliverables are established for each subcontractor. All subcontractor deliverables go through our quality control process before delivery to the client. Each subcontractor is required to utilize in-house checklists and quality control procedures.
- Interdisciplinary reviews of work.
- Administrative Settlement and Condemnation proceedings are carefully monitored and coordinated with the client by the Project Manager and Ms. Spitzer as part of our QA/QC process.
- Corrective action is implemented with all staff and subcontractors for non-conforming work. Work must be revised and re-submitted until quality standards are met. Revisions are tracked in weekly status reports and meetings.

Ms. Spitzer has over 20 years of experience successfully providing real estate solutions, and acquisition and relocation services for government projects. As the Principal for Spitzer & Associates, Ms. Spitzer has been closely involved in all project work of the firm. Her range of project experience includes the following.

- Federal regulations and the Uniform Act compliance expert
- Land acquisition and relocation assistance services management
- Project development and management
- Quality assurance services
- · Fiscal management for million dollar projects

The following projects are a small sample of Candy Spitzer's experience. She has been involved in over 50 real estate projects, in Texas and nationally.

Relevant Selected Projects

• U.S. Army Corps of Engineers (USACE), Louisiana - Spitzer and Associates has a 5year contract to provide full service turn-key real estate services for the USACE in New Orleans, Louisiana and surrounding area. The work, associated with the New Orleans to Venice Hurricane Storm Damage Risk Reduction System projects, is to provide for acquisition of levees expanded and rebuilt in and around New Orleans. Acquisition is required to be performed in accordance with the Uniform Act. We are responsible for the coordination and management of this project, including public involvement, obtaining



Real Estate Solutions

rights of entry when required, extensive title curative work, acquisition and negotiation services, document preparation, tract file maintenance, quality assurance and control, and database management. Right-of-way services include coordination and oversight of all functions necessary to complete acquisitions, except appraisal review and closings, for the USACE.

- Connecting Idaho Partners Idaho Transportation Department: Project Director, Program Management Services for right of way acquisition, relocation, and property management, distributing a RFQ, right of way tracking system, cost estimates.
- Texas Department of Transportation Dallas, Waco, and Lufkin Districts: Provided acquisition services to obtain right-of-way for multiple highway projects.
- Federal Transit Administration: Ms. Spitzer created guidelines for implementing the real estate component of Project Management Oversight of FTA New Starts Programs.
- Program Management Oversight for FTA Projects (PMOC): Activities include reviewing the capacity and capability of the real estate program, including its staff and consultants. Analyze the real estate budget and work plan, determine if the project is in compliance with the Uniform Act, and review all processes and procedures for efficiency. Review the real estate acquisition cost estimates and relocation expenses for appropriateness. Analysis includes an assessment of appraisal, appraisal review and environmental site assessment process. Projects include Los Angeles MTA; New York MTA; Seattle Transit; Sacramento RTA; Charlotte Area Transit; New Jersey Transit; and Portland Transit.

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE CONSENT		NG DATE AN 4, 2014	IOUNT REQUIRED
		4, 2014	
LINE ITEM NUMBER			
		R USE ONLY	
AUDITOR COMMENTS:			
PURCHASING GUIDELINE	S FOLLOWED: N/A	AUDITOR REVIEV	V: N/A
R	REQUESTED BY	SPONSOR	CO-SPONSOR
Je	erry Borcherding	СОВВ	N/A
SUMMARY			
Permit	Road Name	Utility	
	Road Name Daniel Boone D Crosscreek Driv	Drive Resid	y dential water line (WTCPUA) dential water line (WTCPUA)

HAYS COUNTY TRANSPORTATION DEPARTMENT



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 912

Application Date: February 24, 2014

Commissioner Court Approval Date: March 4, 2014

Company Name: West Travis County Public Utility Agency Company Address: 12117 Bee Cave Rd, Bee Cave, Texas 78638

Company Phone: (512) 263-0100 ext. 7625 Company Contact: Curtis D. Wilson, P.E.

Type of Utility: Residential water line

Road Name: Daniel Boone Drive Subdivision: Silver Spur Ranchettes Pct #: 4

Specs: Installation of a residential water line tap for service at address 12530 Daniel Boone Drive, for 55 LF with a 6" saw cut to the county road pavement (approx. 24 LF), and then backfill using flowable fill with an asphalt cover.

County Provisions: Please notify Hays County Transportation 24 hours before beginning the project, monitor/maintain all traffic control devices in work zone.



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

Application for Installation

Utility Line on Hays County Right of Way

Date: February 24, 2014

Formal notice is hereby given that the West Travis County Public Utility Agency proposes to place a 1" water service line within the right-of way of Daniel Boone Drive as follows: (give location, length, general design, etc.) 12530 Daniel Boone Drive, 55 lf, 6" saw cut to pavement transverse to roadway (approx.. 24 lf), place 2" sleeve under pavement, backfill saw cut with flowable fill, asphalt repair by Contractor's Asphalt.

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 (none) complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 10th day of March, 2014.

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

West Travis County Public Utility Agency

Curtis D. Wilson, P.E

UNTERNA

By (Print) Signature

Title District Engineer

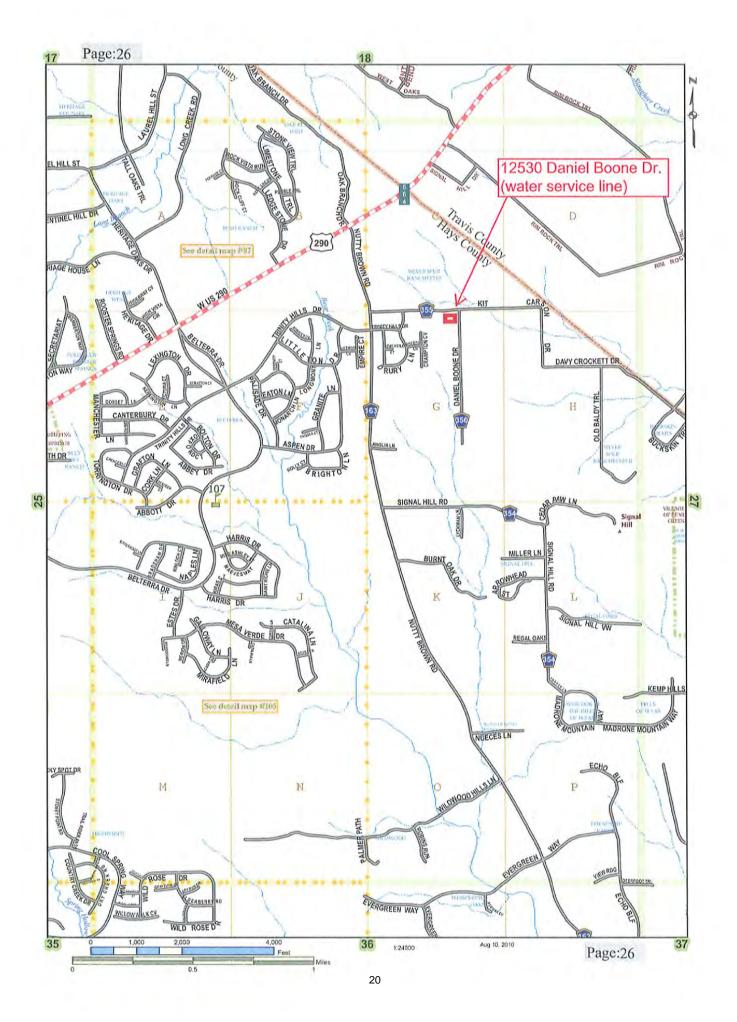
Address 12117 Bee Cave Road, Suite 120

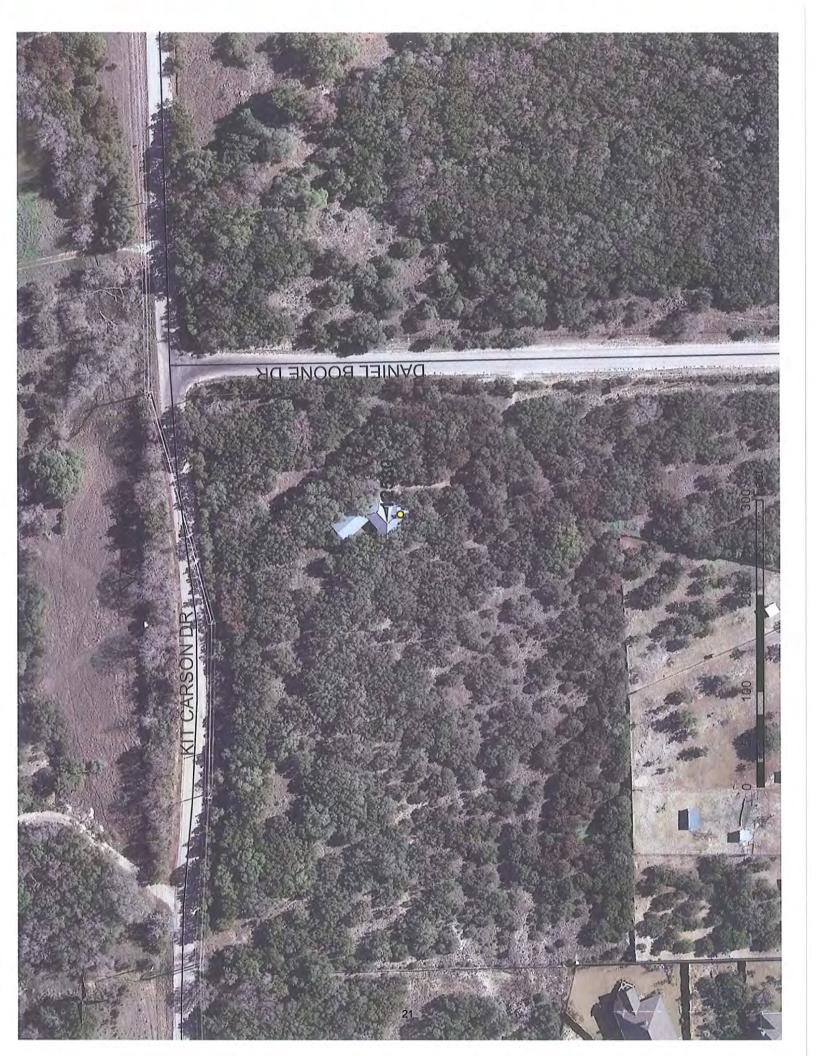
Bee Cave, Texas 78638

Phone 512-263-0100

Approved by Ha	ays County Transportation Department	1.1
Tus D. Ulu Ulu	Operations Superillen ant	2/24/14
Signature	19 Tille .	Date

June 26, 2004





HAYS COUNTY TRANSPORTATION DEPARTMENT



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 913

Application Date: February 24, 2014

Commissioner Court Approval Date: March 4, 2014

Company Name: West Travis County Public Utility Agency Company Address: 12117 Bee Cave Rd, Bee Cave, Texas 78638

Company Phone: (512) 263-0100 ext. 7625 Company Contact: Curtis D. Wilson, P.E.

Type of Utility: Residential water line

Road Name: Crosscreek Drive Subdivision: Bear Creek Estates Pct #: 4

Specs: Installation of a residential water line tap for service at address 15001 Crosscreek Drive, for 55 LF with a 6" saw cut to the county road pavement (approx. 24 LF), and then backfill using flowable fill with an asphalt cover.

County Provisions: Please notify Hays County Transportation 24 hours before beginning the project, monitor/maintain all traffic control devices in work zone.



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

Application for Installation

Utility Line on Hays County Right of Way

Date: February 24, 2014

Formal notice is hereby given that the West Travis County Public Utility Agency proposes to place a 1" water service line within the right-of way of Cross Creek Drive as follows: (give location, length, general design, etc.) 15001 Cross Creek Drive, Austin, Texas, 55 lf, 6" saw cut to pavement transverse to roadway (approx.. 24 lf), place 2" sleeve under pavement, backfill saw cut with flowable fill, asphalt repair by Contractor's Asphalt.

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 (none) complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 3rd day of March, 2014.

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 West Travis County Public Utility Agency

By (Print) Curtis D. Wilson, P.E.

estis A. Wilson Signature

Title District Engineer

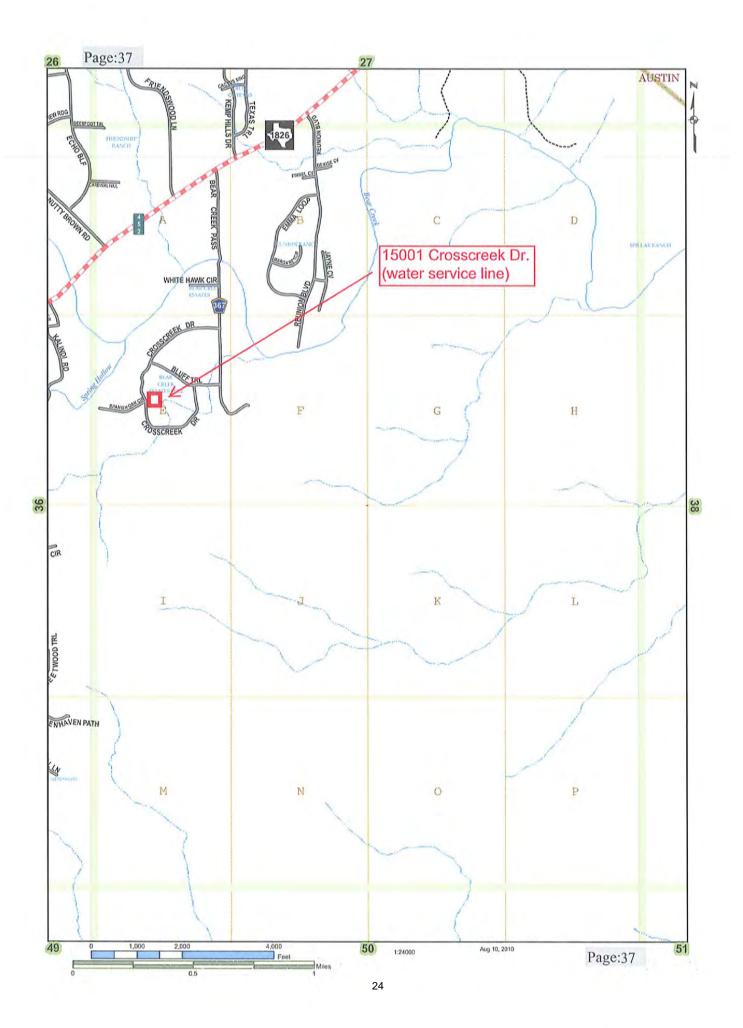
Address 12117 Bee Cave Road, Suite 120

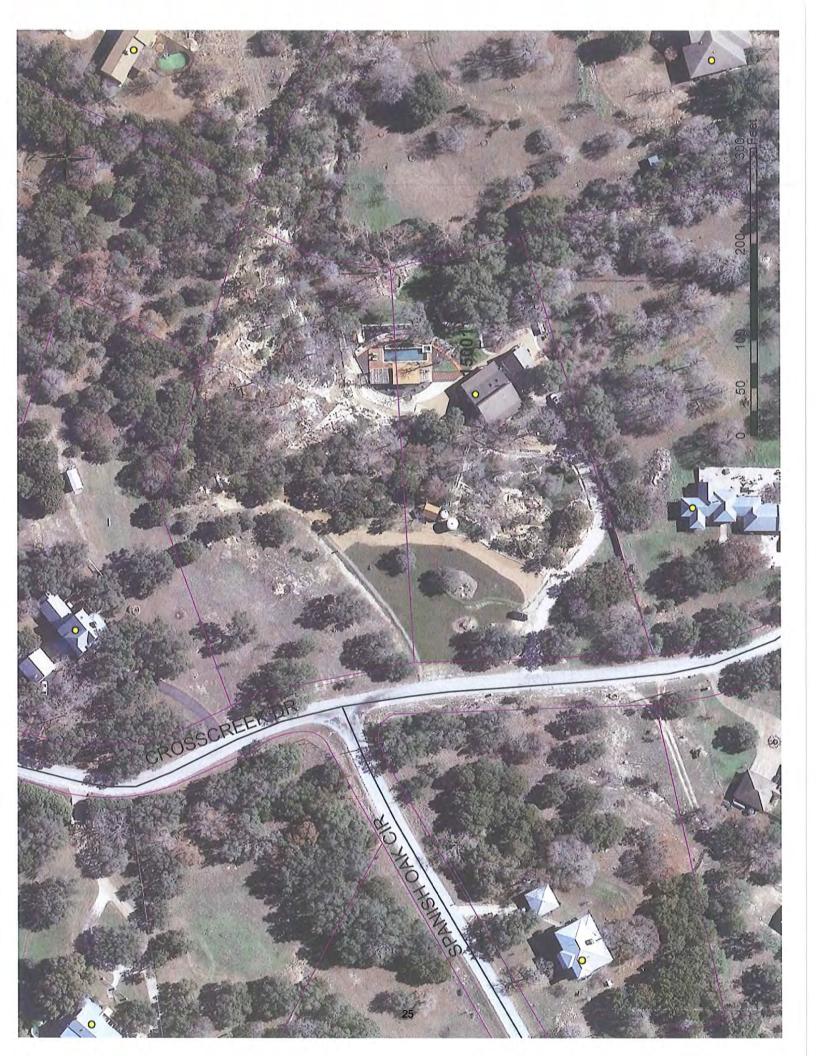
Bee Cave, Texas 78638

Phone 512-263-0100

-	Approved by Ha	ys County Transportation	Department	
Crus D.	Mulle	Operations	Supermender +	2/24/14
1	Signature	23	Title	Date

June 26, 2004





Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize Pct. 1 Commissioner to sign a contract for Professional Services with Klotz & Associates for Harris Hill Road Drainage Study.

ITEM TYPE	MEETING DATE		AMOU	NT REQUIRED
CONSENT	March 4, 2014			\$41,600
LINE ITEM NUMBER				
020-710-00.5448_008				
AUDITOR COMMENTS:	AUDITOR USE ONLY			
PURCHASING GUIDELINES FOLLOWED:	YES	AU	DITOR REVIEW:	BILL HERZOG
REQUESTED BY			SPONSOR	CO-SPONSOR
Borcherding			INGALSBE	N/A
SUMMARY				

Continued flooding of homes along Harris Hill Road warrants this study. This study will determine what detention may be needed to mitigate this problem, will evaluate the adequacy of ditches within Northpoint Subdivision, and will culverts along Harris Hill Road.

klotz 🚯 associates

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into as of this 19 day of February, 2014, by and between Klotz Associates, Inc. of Travis County, Texas ("Engineer"), and

Hays County ("Client")

That whereas the Client has requested services of the Engineer in relation to:

Harris Hill Drainage Study

("Project")

NOW, THEREFORE, the CLIENT and the ENGINEER, in consideration of the mutual covenants set forth below, agree as follows:

The attached proposal ("Proposal") is accepted by the Client and is incorporated herein as part of the Agreement.

Upon receipt by Engineer of a fully executed copy of this Agreement, the Engineer will develop and provide the Client with data, information and any opinions relating to the Project that are requested by the Client and provided for in the Proposal; proceed with the Basic Services more fully described in the Proposal; and proceed with any Additional Services as authorized by Client under the terms of the Proposal. Authorization to perform Additional Services under this Agreement may be oral or in writing. The Engineer will inform the Client on the progress of the Engineer's services.

The Client accepts responsibility for providing the Engineer with all available information pertinent to the Project, including previous reports and any other relevant data, and will arrange for and provide access for the Engineer to enter upon public and private lands as required for the Engineer to perform services under this Agreement, without liability of any nature to the Engineer except for liability due to Engineer's own negligence or willful misconduct.

Unless otherwise agreed in writing or set forth in the Proposal, Engineer will complete the Basic Services and any authorized Additional Services within a reasonable time following Engineer's receipt of Client's authorization to proceed. Client agrees to not hinder or delay Engineer's progress with the services.

Payments for services of the Engineer will be based on a fixed price of Forty One Thousand Six Hundred Dollars (\$41,600.00). Invoices will be submitted monthly and will reflect the percentage of the project completed at the date of the invoice. Charges for Reimbursable Expenses, if any, will be described in the attached proposal.

Client agrees to pay Engineer's reasonable expenses incurred in connection with the Project ("Reimbursable Expenses"). Reimbursable Expenses shall include the Engineer's cost of transportation and subsistence of principals, employees and consultants when traveling in connection with the Project; consultant's fees; field office expenses; toll telephone calls and telegrams; costs of reproduction of reports, drawings and similar Project related items; and other similar charges actually incurred by Engineer. Reimbursable expenses will be charged at Engineer's cost plus 15%.

Client agrees to pay for all Additional Services in accordance with the Proposal. Engineer will not proceed with Additional Services until authorized by Client to do so.

Payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made by the Client within <u>thirty</u> (<u>30</u>) days of the date of Engineer's invoice. All amounts not paid the Engineer within thirty days of the date of Engineer's invoice shall bear interest at 1.5% per month, calculated daily, on the unpaid balance.

Page 1 of 2

klotz 🚯 associates

Termination of this Agreement prior to completion must be made in writing and may be made by either party. If this Agreement is terminated at any time by either party, the Engineer shall be paid for all services actually performed and all Reimbursable Expenses incurred prior to termination and, if the termination is by Client, any Reimbursable Expenses reasonably incurred by Engineer as a consequence of Client's termination. Engineer shall not be required to deliver to Client any of Engineer's Instruments of Service (defined below) unless and until Engineer is paid in full.

Client hereby agrees that Engineer's total liability to Client for injuries, claims, losses, expenses, or damages arising out of or related to the Project or this Agreement, including any liability for attorney's fees or costs of litigation, shall not exceed the total compensation actually received by Engineer for Basic and Additional Services, if any, under this Agreement. Client further agrees that Engineer shall not be liable to Client for any injuries, claims, losses, expenses, or damages, except to the extent caused by Engineer's own professional negligence or willful misconduct. There are no third party beneficiaries of this Agreement. Engineer's work product, including the Instruments of Service (defined below) are not intended for use by any other person or entity except Client and may not be relied upon by anyone other than Client for any purpose whatsoever.

All of Engineer's work product and documents, including original drawings, estimates, specifications, field notes and data (collectively, the "Instruments of Service"), are and shall remain the property of the Engineer. Conditioned on Client's payment in full to Engineer for the Basic Services, Additional Services, and Engineer's Reimbursable Expenses, Client shall be entitled to retain a reproducible copy of the Instruments of Service and is hereby granted a limited, non-transferrable license to use such Instruments of Service solely for purposes of the Project.

The following persons are hereby designated as the authorized representatives of Client and Engineer, respectively, for all purposes under this Agreement.

For Engineer:Name:Scott Dukette, PEAddress:901 S. Mopac, Bldg.V, Ste. 220Austin, TX78746Phone:512.328.5771Email:scott.dukette@klotz.com

For Client:Name:Jerry Borcherding, PEAddress:PO Box 906San Marcos, TX 78667Phone:512.393.7388Email:jerry@co.hays.tx.us

This Agreement represents the entire, integrated agreement between the Engineer and the Client with respect to the Project and may be amended only by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Texas.

C L I E N T: Hays County

Name Date

Title

E N G I N E E R: Klotz Associates, Inc.

Scott Dukette Vice President Date

klotz 📢 associates

February 19, 2014

901 South MoPac Expressway Building V, Suite 220 Austin, Texas 78746 T 512.328.5771 F 512.328.5774 austin.office@klotz.com

Mr. Jerry Borcherding, P.E. County Engineer Hays County P.O. Box 906 San Marcos, Texas 78667-0906

Re: Hays County Drainage Studies Klotz Associates Proposal No. 2014-21

Dear Jerry:

Thank you for the opportunity to help address flooding concerns in Hays County. This proposal outlines a plan to prioritize and budget for specific improvements, similar to the approach taken on the recent Leisurewoods and East Summit Drainage Projects.

Recent drainage studies in Hays County include updates to FEMA FIRM maps and Texas Water Development Board Flood Protection Planning projects by the U.S. Army Corps of Engineers for the Colorado River and Guadalupe River drainage areas. These studies have focused on theoretical analysis, but have not resulted in any plan to implement practical improvements at flood prone locations throughout unincorporated parts of the County. This proposal addresses specific drainage concerns in Hays County at Harris Hill Road just west of the Harris Hill Road Raceway.

UNDERSTANDING OF THE PROJECT

The County needs a plan to address drainage problems in the location noted above. This initial phase of work will involve **data gathering**, **analysis and planning** to identify cost effective solutions that will reduce the occurrence of flooding impacts to roads and property.

We emphasize that this is a preliminary engineering study and additional phases of work will likely be required to develop detailed designs in order to properly size, permit and construct the recommended drainage solution.

SCOPE OF SERVICES

The Harris Hill Raceway is located on Harris Hill Road in Hays County. Earthen noise mitigation berms constructed for the Raceway appear to have impacted drainage patterns along the perimeter of the Raceway adjacent to Harris Hill Road and the adjacent Northpoint Subdivision. The area to be included in the study is 200 feet on either side of Harris Hill Road from the Raceway entrance in a southwest direction about 5,900 feet along Harris Hill Road to the location where Harris Hill Road

Mr. Jerry Borcherding, P.E. February 19, 2014 Page 2

klotz 🚯 associates

crosses an existing unnamed natural creek drain The study area also includes the limits of the Northpoint Subdivision.

- A. Visual and GPS inventory of existing drainage features, facilities and conditions within the study area.
- B. Meetings with impacted residents and other potential stakeholders. This scope includes effort for up to two (2) meetings in the neighborhood of the study area.
- C. Assist with obtaining rights-of-entry in a format provided by the County from property owners where access is required for inspection and/or survey. We will identify specific properties, draft the rights-of-entry and coordinate with the property owners to request the signed documents. Any protracted contacts with individual property owners to obtain rights-of-entry will be considered an additional service.
- D. Field survey of critical flow line elevations and cross sections of existing drainage channels in critical areas, as identified in Task A. For the purposes of this Work Authorization, we have included a survey allowance for up to 2 days of field survey plus related office effort.
- E. Basic hydrologic analysis using Runoff Curve Number Methodology (HEC-RAS, PondPak or similar software) to quantify flows within the study area, and assess existing conditions.
- F. Evaluation of the existing conditions with regard to the current rules for drainage and flood control as required by Hays County Subdivision and Development Rules.
- G. Meet with County to discuss desired level of protection (1 meeting).
- H. Identification of proposed solutions that improve compliance with the requirements of Hays County including recommendations for prioritized, phased implementation if appropriate.
- I. Development of a planning level opinion of probable construction cost for the proposed solutions.
- J. Review of the proposed solutions and opinion of probable construction cost with County's staff and other key decision makers identified by the County (1 meeting).
- K. Development of visual aides to portray the proposed solutions to the stakeholders.
- L. Hold a stakeholder meeting to present the proposed solutions to a stakeholder group to be identified by the County, possibly including nearby residents and County staff. The County will notify the desired invitees, and provide a suitable location for the meeting (1 meeting).
- M. Summarize comments received at stakeholder meeting, review them with County's staff and other key decision makers identified by the County and develop a response letter (1 meeting).
- N. Preparation of a Preliminary Engineering Report (PER) that details the proposed solutions, as amended based upon comments received during the stakeholder meeting. It should be noted that proposed improvements included in the PER may require additional design to prepare plans, specifications and estimates (PS&E) suitable for public bidding. The PER may be sufficient for the County to construct the proposed improvements with County's forces, if the appropriate level of construction phase engineering is provided. We will provide an additional scope and fee for either preparation of PS&E suitable for public bidding, or construction assistance for construction by County's forces at a later time, as directed by the County. There may also be additional survey, engineering and other effort related to formalizing necessary easements and/or property acquisition, which will be defined in the PER.

Mr. Jerry Borcherding, P.E. February 19, 2014 Page 3

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It should be noted that there may be numerous individual lot drainage issues related to various builder and homeowner variables outside of the control of Hays County. The above scope is intended to address regional drainage issues and will not necessarily improve individual lot drainage issues. In addition, it is generally anticipated that the proposed solution will focus primarily on drainage, detention and conveyance (i.e. ditches, detention ponds and culverts).

Hays County will provide the following support:

- Provide staff and elected official input regarding flooding history and other County issues.
- Provide DPS/Hays County Sheriff's Dept. information regarding accident histories in the vicinity of the various crossings.
- Provide any available GIS mapping related to the project.
- Provide available records related to historical flooding at the various low water crossings, flood maps and other available information.
- Set up necessary meetings (as described above) throughout the course of work, and provide meeting facilities as required.
- Prepare a timing plan for project construction (Capital Improvements Plan) based upon the information in the PER.

FEES

We propose to perform the engineering services described above in accordance with the terms of the attached agreement for a lump sum fee of \$41,600. Two signed originals are enclosed.

Additional Services will be provided if requested by the County on an hourly basis.

SCHEDULE

The study will be completed within 90 days after notice to proceed, not including review times or lead times for scheduling meetings.

EXCLUSIONS

The following items are not included in this scope of work:

- 1. Aerial or on-the ground topographic survey beyond the allowance noted below.
- 2. Detailed and extensive hydraulic analysis
- 3. Alternate evaluations beyond what is outlined above in the scope of work
- 4. Detailed design studies of crossings, such as HEC Analyses
- 5. Preparation of a request for a Conditional Letter of Map Revision (CLOMR)
- 6. Preparation of a request for a Letter of Map Revision (LOMR)
- 7. Public meetings beyond those described above
- 8. Preparation of applications for grant or loan funds

Mr. Jerry Borcherding, P.E. February 19, 2014 Page 4

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- 9. Effort regarding establishment of drainage fees
- 10. Design, permitting or other work related to development of plans, specifications or estimates related to construction of any specific facilities
- 11. Bidding or construction phase services
- 12. Effort associated with any drainage study efforts being performed by others within the County.

Please don't hesitate to call me at (512) 328-5771 if you have any questions or comments regarding this proposal.

Sincerely,

Scott Dukette, P.E. Vice President

SD:mk

Attachment

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

Amend the Precinct 2 building construction budget for building repairs for wall damage in the waiting areas.

ITEM TYPE	MEETING DATE	AMOU	INT REQUIRED
CONSENT	March 4, 2014		\$400
LINE ITEM NUMBER 029-851-94-484.5391			
029-031-94-404.3391			
	AUDITOR USE ONLY		
AUDITOR COMMENTS: See attached budget amendment			
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW:	BILL HERZOG
REQUESTED BY		SPONSOR	CO-SPONSOR
Mark Jones		JONES	N/A
SUMMARY			
A refund in debt fees has been received slight damage to the wall in the Tax Office visitor's chairs scraping the wall when sea prevent future damage are needed.	e, Justice of the Peace Offic	e and Adult Probation	waiting areas due to the

Building Maintenance will do the work for an amount not to exceed \$400.

Budget Amendment: Increase Revenue: 029-851-94-484.4701 Increase Misc Expense: 029-851-94-484.5391

AMENDMENT NO.FY2014-017 CC FY2014 BUDGET 03/04/2014

		Appropriation	_	_	Appropriation
Dept G/L Account Number	Account Description	Before Amendment	Increase	Decrease	After Amendment
PCT. 2 BUILDING FUND (029):					
<u>Agenda Item #6:</u>					
Precinct 2 Bldg Fund (484):				(Revenue)	
029-851-94-484.4701	Debt Proceeds	0		400	400
029-851-94-484.5391	Misc Expense	0	400		400
GENERAL FUND (001):					
<u>GENERAL FOND (001):</u> Agenda Item #9:					
Sheriff, Animal Control Divisio	<u>n (618-04):</u>				
001-618-04.5551	Continuing Education	0	765		765
001-618-00.5551	Continuing Education	63,000		(765)	62,235
*Move funds from SO operating	to ACO for training courses				

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute an Amendment to the Contract with the Department of State Health Services for the Tuberculosis Prevention and Control grant.

ІТЕМ ТҮРЕ	MEETING DATE	AMO	UNT REQUIRED
CONSENT	March 4, 2014		N/A
LINE ITEM NUMBER			
	AUDITOR USE ONLY		
AUDITOR COMMENTS:			
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW:	N/A
REQUESTED BY		SPONSOR	CO-SPONSOR
Garza/Hauff		INGALSBE	N/A

SUMMARY

On October 1, 2013 the Commissioners' Court authorized a grant contract renewal with the Texas Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control grant program (Federal Contract #2014-001423-00). This grant helps to support the salary and benefits of the TB Administrative Assistant, contracted physician, diagnostic testing, lab supplies, and travel. The pending amendment will provide a budget adjustment and changes to the statement of work, performance measures, special provisions, general provisions, and reporting due dates. The grant amount is increased by \$8,150 which was anticipated when this project was budgeted and therefore no budget amendment is needed.

This amendment has a retroactive effective date of September 1, 2013 because the amendment module in CMPS did not become accessible until November 2013. Amendment is attached. The amendment will be electronically submitted and accepted upon approval.

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	ion Name:Hays Co Jumber: 2014-00			TB/PC-FED Cost Reimbursement			
Modificati	ion Details						
Type of M		ising Budget, Stateme visions and adding FS	ent of Work, General R/Reporting due dates.				
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AMENDMENT SIGNATURE

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The Department of State Health Services (DSHS) and Hays County (Contractor) agree to	
amend Contract 2014-001423 $\overset{\checkmark}{=}$ 2014-001423 $\overset{\checkmark}{=}$ in accordance with this Ame Tuberculosis Prevention and Control-Federal.	endrr
Amendment effective date:	
Purpose for the amendment:	
This November amendment contains various requirements, with concurrent adjustments made to the Budget. Special Provisions have been added and are located in Section16 of this Program Attachment. This amendment has a retroactive effective date because the amendment module in CMPS did not become accessible until November 2013	

Therefore, DSHS and Contractor agree as follows:

······································						
Change	No: 01	Statement of Work				
	Section 1 - B. Reporting Section of Statement of Work remains as is with addition of language below.					
Current:						

Section 1 - B Reporting Section of Statement of Work is revised to include:
If the Contractor sends the report to the DSHS Health Service Region, the deadline for submission to the TB Service Branch remains unchanged.
Revised:
Change No: 02 Performance Measures
Section II Performance Measures remains as is with addition of language below .
Current:
Section Il Performance Measures is revised to include:
Increase the proportion of culture-confirmed TB cases with a genotyping result reported. If data indicates a compliance rate for this Performance Measure of less than 85%, then DSHS may
(at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.
Revised:
Change No: 03 Performance Measures

•* ;'

Section II Performance Measures remains as is with addition of language below .
Section II Performance Measures is revised to include:
For Class B immigrants and refugees with abnormal chest x-rays read overseas as
consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival. Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures
be taken by Contractor to improve that percentage, on a timeline set by DSHS.
Revised:
04 Performance Measures
Change No: Section II Performance Measures remains as is with addition of language below :
Current:

., ,

Section II Performance Measures is revised to include:						
For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment. Measure of less than 68%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.						
Revised:						
Change No: Performance Measures						
Section Il Performance Measures remains as is with addition of language below :						
Section II Performance Measures is revised to include:						
For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and						
started on treatment, increase the proportion who complete LTBI treatment. Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by						
Contractor to improve that percentage, on a timeline set by DSHS.						
Change No: 06 Special Provisions						

<u> </u>	
	Section VIII. Special Provisions remains as is with addition of language below.
Current:	
	Section VIII. Special Provisonis is revised to include:
	General Provisions, Article III, Funding Section 3.03, Use of Funds, is amended to
	include the follow ing:
	Contractor is allocated \$ 8,112.59 from September 1, 2013 – December 31, 2013.
	Contractor is allocated \$ 14,505.41 from January 1, 2014 – December 31, 2014.
	Expanditures may not exceed the above ellocated emounts within the energited timeformer
	Expenditures may not exceed the above allocated amounts within the specified timeframes.
L	
Revised:	
	07 Special Provisions
Change	No:/)
	Section VIII. Special Provisions remains as is with addition of language below.
Current:	
1	

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Section VIII. Special Provisions is revised to include:
General Provisions, ARTICLE IV, Payment Methods and Restrictions Section 4.02, Billing Submission is amended to include the follow ing: Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than February 28, 2014 for costs incurred between the service dates of September 1, 2013 and December 31, 2013.
Revised:
Change No: 08 Special Provisions
Section VIII. Special Provisions remains as is with addition of language below.
Current:
General Provisions, Article IV, Payment Methods and Restrictions, Section 4.03, Final Billing Submission, is amended to include the following:
Contractor shall submit final close-out bill or revisions to previous reimbursement request(s), no later than February 28, 2014 for costs incurred between the services dates of
September 1, 2013 to December 31, 2013 will not be paid if submitted after February 28, 2014.
September 1, 2013 to becember 31, 2013 without be paid it submitted after February 20, 2014.
Revised:
Change No:

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1.1

Contractor Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachme

Signed by: Date Signed: DSHS Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachme

Signed by: Date Signed:

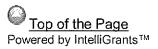
Navigation Links

Status	Page Name	Note	Created By	Last I
2	Amendment Signature		Fox, Pamela - DCPS 12/10/2013 9:53:20 AM	Sharp 1/27/2

DSHS Amendment

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Modification Request



Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the appointment of Leah Gibson to serve as a representative on the Capital Area Council of Governments (CAPCOG) Solid Waste Advisory Committee to replace David Case.

ITEM TYPE	MEETING DATE	AMOUNT	REQUIRED
CONSENT	March 4, 2014		
	AUDITOR USE ONLY		
AUDITOR COMMENTS:			
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW:	N/A
REQUESTED BY		SPONSOR	CO-SPONSOR
		СОВВ	N/A
SUMMARY			
This recommendation was made by the C	City of San Marcos and pase	sed by their City Council of	on February 4, 2014.

Daniel Guerrero Office of the Mayor



February 21, 2014

Judge Bert Cobb, M.D. 111 E. San Antonio St, Ste. 300 San Marcos, TX 78666

Dear Judge Cobb,

At the regular meeting of the San Marcos City Council on February 4, 2014, the City Council voted unanimously, 7-0, to recommend Ms. Leah Gibson to serve as a representative on the Capital Area Council of Governments (CAPCOG) Solid Waste Advisory Committee. We ask that she receive positive consideration from the Commissioners Court as well.

Sincerely,

Daniel Guerrero, Mayor City of San Marcos

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

Move funds from the Sheriff Operating budget to the Animal Control budget for continuing education and amend the budget accordingly.

	MEETING DATE	AMOU	NT REQUIRED
CONSENT	March 4, 2014		\$765
LINE ITEM NUMBER 001-618-04.5551			
AUDITOR COMMENTS: See attached budget amendment.	AUDITOR USE ONLY		
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW:	BILL HERZOG
REQUESTED BY		SPONSOR	CO-SPONSOR
Sheriff Gary Cutler		СОВВ	N/A
SUMMARY Funds were not identified during the budge to send an ACO officer to two training cour expenses.			

Budget Amendment: Increase ACO Cont Ed: 001-618-04.5551 Decrease SO Cont Ed: 001-618-00.5551

AMENDMENT NO.FY2014-017 CC FY2014 BUDGET <u>03/04/2014</u>

		Appropriation			Appropriation
Dept G/L Account Number	Account Description	Before Amendment	Increase	Decrease	After Amendment
PCT. 2 BUILDING FUND (029):					
<u>Agenda Item #6:</u>					
Precinct 2 Bldg Fund (484):				(Revenue)	
029-851-94-484.4701	Debt Proceeds	0		400	400
029-851-94-484.5391	Misc Expense	0	400		400
<u>GENERAL FUND (001):</u> Agenda Item #9:					
Sheriff, Animal Control Divisio	on (618-04):				
001-618-04.5551	Continuing Education	0	765		765
001-618-00.5551	Continuing Education	63,000		(765)	62,235
*Move funds from SO operating	to ACO for training courses	3.			

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept Annual Financial Report from the Hays County Emergency Service District #5 /Kyle Fire Department.

	MEETING DATE	AMOUN	T REQUIRED
CONSENT	March 4, 2014		
	AUDITOR USE ONLY		
AUDITOR COMMENTS:			
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW:	N/A
REQUESTED BY		SPONSOR	CO-SPONSOR
Judge Beth Smith		WHISENANT	N/A
SUMMARY			

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

Call for a public hearing on March 18, 2014 to establish traffic regulations (NO PARKING zone) along Crystal Meadow Drive at the Pct. 2 office.

	MEETING DATE	AMOU	INT REQUIRED
ACTION-ROADS	March 4, 2014		0
LINE ITEM NUMBER			
AUDITOR COMMENTS:	AUDITOR USE ONLY		
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW:	N/A
REQUESTED BY		SPONSOR	CO-SPONSOR
Borcherding		JONES	N/A
SUMMARY Unauthorized parking along Crystal Mead	low Drive is damging turf ar	d causing erosion. Th	ere is adequate parking

Unauthorized parking along Crystal Meadow Drive is damging turf and causing erosion. There is adequate parking around the building itself; making parking along Crystal Meadows unnecessary. This item applies only to the County portion of Crystal Meadow. (this item previously approved on Feb 4; however the public hearing was not held as scheduled.)

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, and release of the construction surety for Key Ranch aka Saratoga Hills Subdivision, Section 1.

	MEETING DATE	AMOUNT	REQUIRED
ACTION-ROADS	March 4, 2014		
	AUDITOR USE ONLY		
AUDITOR COMMENTS:			
PURCHASING GUIDELINES FOLLOWED:	N/A		/A
REQUESTED BY		SPONSOR	CO-SPONSOR
Jerry Borcherding		WHISENANT	N/A
SUMMARY			
Staff recommends acceptance of constru Transportation Department has inspected			

roads.

HAYS COUNTY TRANSPORTATION DEPARTMENT



P.O. BOX 906 San Marcos, TX 78667 512/393-7385 FAX: 512/393-7393

February 26, 2014

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

RE: Key Ranch (a.k.a. Saratoga Hills) subdivision, Section 1

Dear Commissioners and Judge:

William B. Moriarty, P.E. with King Engineering Associates, Inc. is requesting that Hays County accept the construction of the roadways within Key Ranch (a.k.a. Saratoga Springs) subdivision, Section 1, and release of the construction bond. These roads will be privately maintained. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend acceptance of the construction.

Respectfully,

Jerry Borcherding, P.E. Director Hays County Transportation

ENGINEER'S CONCURRENCE FOR ACCEPTANCE OF STREET AND DRAINAGE IMPROVEMENTS

PROJECT NAME:	Key Ranch Section 1	

PROJECT ADDRESS: Hwy 290 West & Trautwein Rd, Dripping Springs, TX 78737

<u>Owner's</u>	Consultant Engineer's
Name and Address	<u>Name and Address</u>
400 KR, Ltd.	William B. Moriarty, P.E.
6907 Capital of Texas Hwy, Suite 300	King Engineering Associates, Inc.
Austin, Texas 78731	2211 South IH 35, Suite 200
(512) 637-3682	Austin, Texas 78741
	(512) 462-4921
	(512) 462-1372 (fax)

On or before this day, I, the undersigned professional engineer, or my representative, made a visual inspection of the above referenced project. We have reviewed construction progress reports, logs, shop drawings and test reports. On this date, I made an on-site inspection of the referenced project finding the project at least 95% complete. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below.

1. Finish backfill of headwall at Charismatic Place creek crossing

2. Re-vegetation re-established in street ROWs

I, therefore, recommend acceptance of this project by the Hays County Transportation Deptartment, City of Dripping Springs, and the West Travis County Public Utility Agency (WTCPUA) upon satisfactory completion of the above mentioned items. This list of incomplete items does not include any items that the city, county, WTCPUA, or any other entities may have regarding completionary acceptance of the project.



2-25-1 Date Signature

86069 Texas Registration Number

Q:\Civil\4632\000\000\PM\Closeout\Key Ranch Concurrence Acceptance Letter 2014-02-25.doc



Letter of Credit Number 3716

Date: June 19, 2012

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

Applicant: J. Kelly Gray 6907 N. Capital of Texas Highway Austin, TX 78731 RE: Key Ranch, Section 1

Issuer: PlainsCapital Bank Attn: Sean Mills 919 Congress Avenue, Suite 600 Austin, TX 78701

Dear Sir(s),

Upon the request of J. KELLY GRAY, we, PlainsCapital Bank (the Issuing Institution) have established this Irrevocable Standby Letter of Credit in your (Beneficiary's) favor, up to an aggregate amount of EIGHT HUNDRED FORTY-NINE THOUSAND, FOUR HUNDRED SEVENTY AND 25/100 Dollars (\$849,470.25). The maximum number of draws on this Letter of Credit is 3 and in no event will the sum total of any draws be greater than \$849,470.25.

CONDITIONS FOR DRAWS

Payment to you will be made within 5 business days of presentation of a sight draft drawn on us. This original Letter of Credit must be presented with your drawing and the additional Conditions for Draw(s) set forth below must be satisfied.

Any draft must bear on its face the statement: "Drawn under Letter of Credit No. 3716"

Any draft must include a signed statement by the Hays County Judge stating: "the excavation, paving and drainage improvements in **Key Ranch**, **Section 1 (subdivision)** were not completed as defined in the plans and specifications approved by the Hays County Commissioners' Court."

This Letter of Credit is not transferrable. Any successor or assignee of the Beneficiary will not constitute a transferee of this Letter of Credit.

This Letter of Credit expires on June 19, 2013. We will honor a draft drawn and presented under and in compliance with the terms of this Letter of Credit if presented to us at our address set forth above on or before June 19, 2013.

The Uniform Customs and Practice for Documentary Credits (hereinafter call the "UCP") as most recently published by the International Chamber of Commerce (ICC) shall in all respects be deemed a part hereof as fully as if incorporated herein and shall apply to the Letter of Credit. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, United States of America, except to the extent such laws are inconsistent with the UCP.

Issuer: PlainsCapital Bank



By: Sean Mills, Vice President tel 512.457.7500 fax 512.457.7587 www.plainscapital.com 919 Congress Avenue, Suite 600 Austin, Texas 78701

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 naming a private drive located off RR 12 in Precinct 4 to Orchid Lane.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 4, 2014	
	AUDITOR USE ONLY	1
AUDITOR COMMENTS:	Addition doe one	
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW: N/A
REQUESTED BY		SPONSOR CO-SPONSOR
Garza		WHISENANT N/A
SUMMARY		
The owners of 3 tracts would like to name their business. The subject tract is on the		order to better help with finding the location of orth of KC Memory Lane.

Attached is the request and vicinity map.

Miller's Tropicals Of Texas Inc.

23410 RR 12

Dripping Springs, Tx 78620

512-670-6070 or 512-670-6683

Via email and snail mail Cnty Commissioner Ray Whisenant Precint 4 Bldg 195 Roger Hanks Pkwy Dripping Springs, TX 78620 Email ray.whisenant@co.hays.tx.us

Alicia Campos Box 1006 San Marcos, TX 78667 Email acampos@co.hays.tx.us

Dear Sirs,

We are writing in regard to Hillside acres, lot 1, 2, 3 or (R91747, R91750, R91751). The current addresses on the tax statements are 23700, 23710, and 23720 Ranch Road 12. We have all experienced difficulty with clients and other visitors finding our properties, especially our growing business Miller's Tropicals. Since the numbers are out of sequence we would propose naming the easement to the three properties to Orchid Lane. It would definitely help to identify our nursery business and the two current tenants are in agreement that a change would be in the best interest to all of making us all easier to locate. Currently we have to use Memory Lane Event Center as our point of reference to our business and mostly our customers end up in their driveway and call us for further directions. A Red Orchid Lane Street sign would give us the exposure we so dearly need.

We thank you in advance for your consideration. Please let us know if you need any other information to help with this decision.

With Kind Regards

Susana and Todd Miller



Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Johnson Trube & Associates, LLC. for real estate services related to surplus property in Hays County.

	MEETING DATE	AMOUN	T REQUIRED
ACTION-MISCELLANEOUS	March 4, 2014		
LINE ITEM NUMBER			
	AUDITOR USE ONLY		
AUDITOR COMMENTS:			
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW:	N/A
REQUESTED BY		SPONSOR	CO-SPONSOR
Cobb		СОВВ	N/A
SUMMARY			

PROFESSIONAL SERVICES AGREEMENT HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 East San Antonio Street, Suite 300, San Marcos, Texas 78666, and Johnson Trube & Associates, LLC, (herein after the "Contractor") with offices at 221 West 6th Street, Suite 325, Austin, Texas 78701 hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the _____ day of _____, 2014 (hereinafter "Effective Date". The County and Contractor (collectively "the parties to this Agreement") agree as follows:

1. OVERVIEW

Contractor will provide a broad range of real estate advisory services for real property assets, including but not limited to strategic planning, valuation, portfolio management and the acquisition or disposition of real property whether by sale, lease, auction and/or public private partnership in accordance with the attached exhibit "A"

2. SERVICES

Contractor agrees to perform brokerage and real estate advisory services for the County in accordance with the County's reasonable instructions and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", if as and when they are attached hereto and signed by the parties. If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

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

4. Duration

This Agreement shall extend until duly terminated by either Party, or until the Exclusive Listing Agreements attached hereto have expired.

5. COMPENSATION

Contractor will be compensated for the Work per the attached Exhibit "B".

6. PAYMENT

The County agrees to promptly pay all invoices by sending payment to Contractor's address stated in Section 8, below, or by paying into a title agent's escrow account as agreed by the Parties. The County shall owe Contractor an additional one percent (1%) per month on any unpaid balance, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter.

7. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attention: Lon Shell, Chief of Staff to Judge Bert Cobb, 111 East San Antonio Street, Suite 300, San Marcos, Texas 78666; Facsimile - (512) 393.2282; Email - lon.shell@co.hays.tx.us.

8. INSURANCE

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

9. MUTUAL INDEMNITY

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

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

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

10. COMPLIANCE WITH LAWS

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

11. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 4, 5, 9, 11, 16, 17, and 19.

12. FORCE MAJEURE

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

13. SEVERABILITY

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

14. MULTIPLE COUNTERPARTS

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

15. SECTION HEADINGS, EXHIBITS

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

16. WAIVER BY PARTY

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

17. GOVERNING LAW AND VENUE

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

18. ASSIGNMENT

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

19. BINDING EFFECT

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

20. ENTIRE AGREEMENT; AMENDMENT

Each signatory to this Agreement represents and warrants that (s)he has full authority to sign this Agreement on behalf of the party for whom (s)he signs and that this Agreement binds such party. This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

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

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

Hays County Texas

By: Judge Bert Cobb, MD

County Judge, County of Hays, Texas

Contractor

By: Edward Johnson

President, Johnson Trube & Associates, LLC

EXHIBIT A

Real Estate Services provide by Contractor may include:

1) Develop a Strategic Real Estate Plan – Develop a methodology and implementation plan to reduce real estate operating costs that prioritizes the largest cost reductions first. Develop a methodology and implementation plan to periodically and independently evaluate, and prioritize by potential savings, owned and leased real estate within the authority and control of the County to determine if the property is underutilized or surplus and to better use or dispose of the property.

2) Identification, Evaluation and Marketing of Surplus Property – Provide a report of all identified surplus property. Identify best practices related to real estate portfolio management that would be beneficial for the County. Prioritize properties, which have the greatest opportunity to maximize revenue to the County in the shortest period of time. Work on behalf and in the best interest of the County, by positioning commercial property creatively in the market place, targeting potential tenants, developing relations for the County, and maximizing profitability. Prepare creative and dynamic marketing material to distribute to potential tenants, prepare proposals, and respond to inquiries. Prepare properties for showing, show properties, and provide property statistics and leasing information. County engages Contractor as its real estate broker and, with respect to each property that the County seeks to sell and/or lease ("Transaction"), County grants to Contractor the exclusive right to list and market such property for sale or lease upon the terms set forth in the Exclusive Sales Listing Agreement attached hereto as Exhibit D and incorporated herein by reference, or the Exclusive Lease Listing Agreement attached hereto as Exhibit E and incorporated herein by reference (individually, the "Listing Agreement" and collectively, the "Listing Agreements"). For each Transaction, contemplated hereunder, County and Contractor shall execute the Listing Agreement, which shall, for each Transaction, be amended to be specific to the property that is the subject of the contemplated Transaction. County and its counsel shall be solely responsible for determining the tax consequences relating to any sale, lease or transfer of property. and/or any other transactions that may arise in connection with the services provided by Contractor under this Agreement. Contract Negotiations - Assist the County with lease or sale agreements by reviewing contract requirements, negotiating terms, and obtaining signatures. Prepare lease renewals and restructuring.

EXHIBIT B

COMPENSATION

This is a "No Cost" contract. The Contractor has developed a compensation methodology that will not require the County to appropriate or fund any compensation for the scope of work to be performed by Contractor. All compensation will come from sale or lease proceeds, as received, in the form of brokerage fees.

DISPOSITION OF CITY PROPERTY BY LEASE AND/OR SALE

The Contractor may be requested to provide disposition services to implement strategic initiatives of the County and reduce facility costs or generate revenue for the County. This may include, but not limited to, the disposition of surplus assets owned by the County whether by sale, auction, lease, sub lease, joint venture, public/ private partnership or other means necessary and advisable to implement the strategic initiatives, subject to applicable statutory requirements.

The Contractor's compensation for any such disposition services if requested by the County shall be determined according to the method of disposition as follows:

If Disposition by Negotiated Sale

Standard Market Rate Real Estate Commission equal to 6% of the sales price.

(This commission shall satisfy compensation for the Contractor and any cooperating real estate brokers representing buyers.)

Fees shall be paid by third-parties with whom the County may conclude a transaction, or funded through the transaction (sale proceeds), so as to eliminate the County's out-of-pocket costs.

If Disposition by Lease

In the event of lease of surplus property by the County and to eliminate out of pocket costs to the County:

The Contractor shall be paid a commission from lease proceeds generated as a result of such lease in the amount of 2% of each lease payment received by the County.

If Disposition by Auction (Sealed Bid or Live Auction)

In the event of disposition by auction of property and to eliminate the out of pocket costs to the County:

The Contractor shall be paid a success fee from the County's net proceeds at escrow of one percent (1%) of the proceeds. The buyer shall pay the Contractor at closing a buyer's premium of five percent (5%) of the County's net proceeds. This methodology means that the County will never have to fund the cost of the Contractor's auction services. ALL fees are paid from proceeds of sales.

Acquisition Transactions

If the County decides to engage the Contractor to assist in acquiring a tract of property by purchase or lease, the County shall execute a separate agreement under which the Contractor will be exclusively authorized to represent the County in the transaction, and the Contractor shall be entitled to earn and be paid a fair market commission.

Compensation following Expiration of Contract

Within 15 days following the expiration of this agreement or its earlier termination for any reason, the Contractor shall furnish to the County a list of all transactions for which the Contractor has been having negotiations. If within 180 days thereafter, the County enters into a contract with respect to any such prospective transactions during such 180-day period and thereafter result in consummation of a transaction, the agreed upon compensation shall be due and payable to the Contractor in accordance with this Contract.

so as to eliminate the County's out-of-pocket costs. Commissions shall be calculated on a cumulative basis.

EXHIBIT B

Additional Terms to the Services provided by Contractor, if any, are as follows:

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К.	
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EXHIBIT "D"

Johnson Trube & Associates L.L.C. EXCLUSIVE SALES LISTING AGREEMENT (TEXAS) BROKERAGE AND MANAGEMENT LICENSED REAL ESTATE BROKER

1. In consideration of the listing for the sale of the real property hereinafter described (the "Property") by Johnson Trube & Associates, ("Broker") and Broker's agreement to use commercially reasonable efforts to effect a sale of same, Hays County ("Owner") hereby grants to Broker the exclusive right to list for sale the Property for a period commencing March 5, 2014, and ending midnight March 4, 2017, (the "Term"), at a price equal or greater to appraised value upon the following terms, or such other terms as Owner may agree:

Any and all properties (the "Property"), which Hays County deems surplus and approves for divestiture, will be added on a case by case basis, enumerated and attached hereto for either sale and/or lease with Johnson Trube & Associates. These properties, situated in Hays County, Texas, are further described and attached hereto in Exhibit "F".

2. Owner agrees to pay Broker a sales commission in accordance with Broker's Schedule of Sale and Lease Commissions (the "Scheduled"), a copy of which is executed by Owner, attached hereto and hereby made a part hereof. This commission shall be earned for services rendered, if, during the Term: (a) the Property is sold to a purchaser procured by Broker, Owner, or anyone else; (b) a purchaser is procured by Broker, Owner, or anyone else who is ready, willing and able to purchase the Property at the price and on the terms above stated, or on any other price and terms agreeable to Owner; (c) any contract for the sale of the Property is entered into by Owner; (d) Owner remove the Property from the market or the Property is transferred due to eminent domain or the threat thereof, foreclosure, or conveyance in lieu of foreclosure; (e) Owner contributes or conveys the Property to a partnership, joint venture, or other business entity; (f) Owner is a corporation, partnership, or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase, or otherwise, in lieu of a sale of the Property. Broker is authorized to cooperate with and to share its commission with other licensed real estate brokers, regardless of whether said brokers represent prospective purchasers or assist Broker.

3. As used in this Agreement, the term "sale" shall include an exchange of the Property, and also the granting of an option to purchase the Property. Owner agrees that in the event such an option is granted, Owner shall pay Broker a sales commission in accordance with the Schedule on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by Owner of any such payment(s). In the event of such an option is exercised, whether during the Term or thereafter, Owner shall also pay Broker a sales commission on the gross sales price of the Property, in accordance with the Schedule, Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by Owner to Broker on account of such option payment(s) shall be credited against the commission payable to Broker on account of the exercise of the option.

4. Owner further agrees that Owner shall pay Broker a commission in accordance with the Schedule, if, within one hundred twenty (180) calendar days after the expiration or termination of the Term the Property is sold to, or Owner enters into a contract of sale of the Property with, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property to any

person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. Broker is authorized to continue negotiations with such persons or entities. Broker agrees to submit a list of such persons or entities to Owner no later than fifteen (15) calendar days following the expiration or termination of the Term, provided, however, that if a written offer has been submitted it shall not be necessary to include the offeror's name on the list.

5. Owner further agrees that (a) if a lease of the Property is entered into during the Term to anyone, or (b) if, within one hundred twenty (180) calendar days after the expiration or termination of the Term, the Property is leased to, or owner enters into a contract to lease the Property with, or negotiations continue, resume or commence and thereafter continue leading to the lease of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term, Owner shall pay Broker a leasing commission in accordance with the schedule.

6. Commission shall be payable hereunder when earned or at the earlier of closing of escrow, recordation of the deed, lease execution, or taking of possession by the purchaser or tenant.

7. Unless otherwise provided herein, the terms of sale shall be, at the option of the purchaser, either cash or cash to any existing loan. Any offer may contain normal and customary contingencies such as those relating to the condition of the Property, title report, and timing of closing.

Unless otherwise agreed by the Parties, Broker shall be responsible for any direct out-ofpocket expenses incurred in preparation of marketing materials for the Property or Properties.

8. Owner agrees to cooperate with Broker in bringing about a sale of the Property and to refer immediately to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective purchaser and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is exclusive authorized to advertise the sale of the Property. Owner and its counsel will be responsible for determining the legal sufficiency of any purchase and sale agreement and other documents relating to any transaction contemplated by this Agreement.

9. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the escrow had been open and/or the Property had been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.

10. Owner agrees to disclose to Broker and to prospective tenants or purchasers any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soil conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property. Broker is authorized to disclose any such information to prospective purchasers or tenants.

11. Owner represents that it is the owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").

12. If earnest money or similar deposits made by a prospective purchaser or tenant are forfeited, in addition to any other rights of Broker pursuant to this Agreement, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the anticipated commission.

13. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments or other funds, including proceeds of sale or rental payments, paid by a purchaser or its tenant in connection with a transaction contemplated by this Agreement, and Owner hereby irrevocably assigns said funds and proceed t Broker to the extent necessary to pay said commissions. Broker is authorized to provide a copy of this Agreement to any escrow or closing agent working on such transaction, and such escrow or closing agent, tenant, is hereby instructed by Owner to pay Broker's commissions from any such funds or proceeds available. Owner shall remain liable for the entire amount of said commissions regardless of whether Broker exercises its rights under this paragraph.

14. Owner acknowledges that Broker is a national brokerage firm and that, in some cases, it may represent prospective purchasers. Owner desires the Property to be presented to such purchasers and Owner hereby consents and authorized to Broker acting as an intermediary between Owner and any such prospective purchasers. Broker expects to receive compensation solely from the Owner, although there may be instances in which, as an intermediary, Broker may also receive compensation from any purchaser it represents. Broker shall act fairly and impartially. **As an intermediary Broker shall not:**

(1) disclose to any buyer or potential purchaser that Owner will accept a price less than the asking price, unless otherwise interacted in a separate writing by Owner; (2) disclose to Owner that the buyer or potential purchaser will pay a price greater than the price submitted in a written offer to the Owner, unless otherwise instructed in a separate writing by the buyer or potential purchaser; (3) disclose any confidential information or any information a party specifically instruct Broker or any salesperson acting for Broker in writing not to disclose, unless: (A) Broker of such salesperson is otherwise instructed in a separate writing by the respective party; (B) Broker or such salesperson is required to disclose the information pursuant to law or a court order; or (C) the information materially relates to the condition of the Property; (4) treat a party to a transaction dishonestly; or (5) violate Chapter 1101, Texas Occupations Code – The Real Estate License Act.

If Broker acts as an intermediary, Broker may appoint one or more licensees associated with Broker to communicate with, carry out the instructions of , and provide options and advice to Owner, and one or more other licensees associated with Broker to provide similar services for the prospective tenant. Broker appoints Edward Johnson to communicate with and carry out the instructions of Owner ("Owner's Agent(s)"). Broker reserves the right to change or appoint additional agents for Owner if, in Broker's reasonable judgment, such change becomes necessary or desirable. In the event that Owner's Agent also represents the tenant or prospective tenant in a prospective transaction with Owner, both Broker and Owner's Agent(s) shall be prohibited from engaging in the acts described above, rather than as the sole representative of either party to the transaction.

15. In the event that the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same, and shall promptly take all steps necessary to obtain court approval of Broker's appointment, unless Broker shall elect to terminate this Agreement upon said notice.

16. In the event that the Property becomes the subject of foreclosure proceedings prior to the expiration of this Agreement, then Broker may in its sole and absolute discretion (i) suspend this Agreement until such time as Broker may elect, in its sole and absolute discretion, to reinstate this Agreement, or (ii) terminate this Agreement and be free to enter into a listing agreement with any

receiver, the party initiation the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.

17. In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the lesser of twelve percent (12%) per year or the maximum rate permitted in the state in which the office of Broker executing the Agreement is located.

18. In the event of any dispute between Owner and Broker relating to this Agreement, the Property or Owner or Broker's performance hereunder, Owner and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discover obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Broker executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding, and reasonable attorney's fees from the non-prevailing party.

19. In the event that Owner lists the Property with another broker after the expiration or termination of this Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker hereunder. Owner's failure to do so, however, shall not affect Owner's obligations to Broker under this Agreement.

20. Each signatory to this Agreement represents and warrants that (s)he has full authority to sign this Agreement on behalf of the party for whom (s)he signs and that this Agreement binds such party.

21. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written, Owner and Broker each represent and warrant to the other that in entering into this Agreement, they are not relying upon any discussions, representations, understandings or agreements, other than the matters specifically stated herein. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both the Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors, and assignees of the parties. In the event any clause, provision, paragraph or term of this Agreement shall be deemed unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.

22. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property, or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans with Disabilities Act. Owner and Broker agree that the Property will be offered in compliance with all applicable anti-discrimination laws.

23. This firm is licensed and regulated by the Texas Real Estate Commission (TREC). TREC administers two recovery funds which may be used to satisfy judgments against inspectors and real estate licensees involving a violation of the law. Complaints or inquiries should be directed to the Texas Real Estate Commission, P.O. Box 12188 Austin, Texas 78711-2188, (512) 465-3960.

24. Owner acknowledges having received, prior to the execution of the Agreement, a copy of TREC Form No. OP "Information About Brokerage Services" from Broker.

25. Broker has the right to claim a lien under the Texas Broker's an Appraiser's Lien on Commercial Real Estate Act, Texas Property Code, Section 62.001 *et seq*. The waiver of Broker's right to such lien, or release given for the purpose of releasing Broker's lien before the commission is satisfied or forgiven, is void under Texas Property Code 62.022(a).

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement.

BROKER:

Johnson Trube & Associates, LLC Licensed Real Estate Broker

By:	_
N.T.	

OWNER:

Hays County, Texas

By:	 	
Name:		
Title:	 	
Address:		
-		

Telephone:	
Date:	

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s)which it contemplates. These are questions for your attorney and financial advisors.

EXHIBIT "E"

Johnson Trube & Associates, L.L.C. Exclusive Lease Listing Agreement (Texas) Johnson Trube & Associates Broker and Management Licensed Real Estate Broker

In consideration of the listing for lease the real property hereinafter described (the "Property") by Johnson Trube & Associates ("Broker") and Broker's agreement to use commercially reasonable efforts to effect a lease or leases of same, Hays County ("Owner") hereby grants to Broker the exclusive right to negotiate a lease or leases of the Property for a period commencing March 5, 2014, and ending midnight March 4, 2017 (the "Term"). The lease(s) shall be on the following terms, or such other terms as Owner may agree:

Any and all properties (the "Property"), which Hays County deems surplus and approves for divestiture, will be added on a case by case basis, enumerated and attached hereto for either sale and/or lease with Johnson Trube & Associates. These properties, situated in Hays County, Texas, are further described and attached hereto in Exhibit "F".

References herein to the Property shall be understood to include portions of the Property.

1. Owner agrees to pay Broker a leasing commission in accordance with Broker's Schedule of Sale and Lease Commissions (the "Schedule"), a copy of which is executed by Owner, attached hereto and hereby made a part hereof. The commission shall be earned for services rendered, if during the Term: (a) the Property is leased to a tenant procured by Broker, Owner or anyone else; (b) a tenant is procured by Broker, Owner, or anyone else who is ready, willing and able to lease the Property on the terms above stated, or an any other terms agreeable to Owner; (c) any contract for the lease of the Property is entered into by Owner; or (d) Owner removes the Property from the market. Broker is authorized to cooperate with and to share its commission with other licensed real estate broker, regardless of whether said brokers represent prospective tenants or assist Broker.

2. Owner further agrees to pay Broker a commission in accordance with the Schedule, if, within one hundred twenty (180) calendar days after the expiration or termination of the Term the Property is leased to, or negotiations continue, resume or commence and thereafter continue leading to the execution of a lease with any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another Broker or agent) or to whom the Property has been submitted prior to the expiration of termination of the Term. Broker is authorized to continue negotiations with such persons or entities. Broker agrees to submit a list of such persons or entities to Owner not later than fifteen (15) calendar days following the expiration or termination of Term, provided, however, that if a written offer has been submitted, it shall not be necessary to include the offeror's name on the list.

3. Owner further agrees that (a) if a sale, exchange or option to purchase the property is made during the Term to anyone, or (b) if, within one hundred twenty (180) calendar days after the expiration or termination of the Term, the property is sold, exchanged, or an option to purchase is granted, or negotiates continue, resume or commence and thereafter continue leading to a sale, exchange or grant of an option to any person or entity (including his/her/its successors, assigns, or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term, Owner shall pay broker a sales commission in accordance with the Schedule.

4. Commissions shall be payable hereunder when earned or at the earlier of lease execution, closing, closing of escrow, recordation of the deed, or possession by the purchaser or tenant.

Unless otherwise agreed by the Parties, Broker shall be responsible for any direct out-ofpocket expenses incurred in preparation of marketing materials for the Property of Properties.

5. If security, earnest money or similar deposits made by a prospective tenant or purchaser are forfeited, in addition to any other rights of Broker pursuant to this agreement, Broker shall be entitled to one half (1/2) thereof, but not to exceed the total amount of the anticipated commission.

6. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any security deposits or rental payments made by a tenant in connection with a transaction contemplated by this Agreement, and Owner hereby irrevocably assigns and deposits and rental payments to Broker to the extent necessary to pay and commissions. In the event Owner fails to pay Broker its commissions within ten (10) days after such commissions become due, Broker is authorized to provide a copy of this Agreement to a tenant entering into a lease with Owner contemplated by this Agreement and such tenant is hereby irrevocably instructed by Owner to pay Broker's commissions from any such deposits or rental payments. Tenant shall be credited by Owner for any payments made to Broker, pursuant to this paragraph against any payments due under the lease. Owner waives any claim, action or right, whether at law or in equity, against the tenant arising or resulting form the tenant's payments to Broker, pursuant to this paragraph in lieu of any payments to be paid by tenant to Owner under the lease. Nothing herein is or may be deemed a waiver or full statement of any of Broker's rights or remedies, whether at law or in equity, all of which are expressly reserved.

7. Owner and Broker acknowledge that it is illegal for either of them to refuse to display to or to sell to any person because of the person's race, color, religion, national origin, sex or physical disability. Owner and Broker agree that the Property will be offered in compliance with all applicable federal, state and local anti-discrimination laws and regulations.

8. Owner agrees to cooperate with Broker in effecting leases of the Property and immediately to refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective tenant to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is exclusively authorized to advertise the Property and leasing of the Property. Owner represents that it is the owner of the Property. Owner and its counsel will be responsible for determining the legal sufficiency of all leases and any other documents relating to any transaction contemplated by this Agreement.

9. Owner agrees to disclose to Broker and to prospective tenants or purchasers any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and the conditions of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other

toxic, hazardous or contaminated substances, and underground storage tanks in, on or about the Property. Broker is authorized to disclose any such information to prospective tenants or buyers.

10. Owner acknowledges that, in some cases, Broker may represent prospective tenants. Owner desires the Property to be presented to such tenants and Owner hereby consents and authorizes to Broker acting as an intermediary between Owner and any such prospective tenants. Broker expects to receive compensation solely from the Owner, although there may be instances in which, as an intermediary, Broker may also receive compensation from any tenant it represents. Broker shall act fairly and impartially. **As an intermediary Broker shall not:**

(1) disclose to any tenant or potential tenant that Owner will accept a price less than the asking price, unless otherwise instructed in a separate writing by Owner; (2) disclose to Owner that the tenant or potential tenant will pay a price greater than the price submitted in a written offer to the Owner, unless otherwise instructed in a separate writing by the tenant or potential tenant; (3) disclose any confidential information or any information a party specifically instructs Broker or any salesperson acting for Broker in writing not to disclose, unless: (A) Broker or such salesperson is otherwise instructed in a separate writing by the respective party; (B) Broker or such salesperson is required to disclose the information pursuant to law or a court order; or (C) the information materially relates to the condition of the Property; (4) treat a party to a transaction dishonestly; or (5) violate Chapter 1101, Texas Occupations Code – The Real Estate License Act.

If Broker acts as an intermediary, Broker may appoint one or more licensees associated with Broker to communicate with, carry out instructions of, and provide options and advice to Owner, and one or more other licensees associated with Broker to provide similar services for the prospective tenant. Broker appoints Edward Johnson to communicate with and carry out the instructions of Owner ("Owner's Agent(s)"). Broker reserves the right to change or appoint additional agents for Owner if, in Broker's reasonable judgment, such change becomes necessary or desirable. In the event that Owner's Agent also represents the tenant or prospective transaction with Owner, both Broker and Owner's Agent(s) may act in the capacity of intermediaries (and, as intermediaries, Owner's Agent(s) shall be prohibited from engaging in the acts described above), rather than as a sole representative of either party to the transaction.

11. In the event that the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same, and shall promptly take all steps necessary to obtain court approval of Broker's appointment as exclusive listing agent for the Property, unless Broker shall elect to terminate this Agreement upon said notice.

12. In the event that the Property becomes the subject of foreclosure proceedings prior to the expiration of this Agreement, then Broker may, in its sole and absolute discretion (i) suspend this Agreement until such time as Broker may elect, in its sole and absolute discretion, to reinstate this Agreement, or (ii) terminate this Agreement and be free to enter into a listing agreement with any receiver, the party initiation the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.

13. In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the lesser of twelve percent (12%) per year or the maximum rate permitted under Texas law.

14. In the event of any dispute between Owner and Broker relating to this Agreement, the Property or Owner or Broker's performance hereunder, Owner and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial

proceedings in the state where the office of Broker executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceedings, and reasonable attorney's fees from the non-prevailing party.

15. In the event that Owner lists Property with another broker after the expiration or termination of this Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker wit respect to transactions for which Owner remains obligated to pay a commission to Broker hereunder. Owner's failure to do so, however, shall not affect Owner's obligation to Broker under this Agreement.

16. Each signatory to this Agreement represents and warrants that (s)he has full authority to sign this Agreement on behalf of the party for whom (s)he signs and that this Agreement binds such party.

17. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. Owner and Broker each represent and warrant to the other that in entering into this Agreement, they are not relying upon any discussions, representations, understandings or agreements, other than the matters specifically stated herein. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties. In the event any clause, provision, paragraph or tem of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.

18. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans with Disabilities Act.

19. This firm is licensed and regulated by the Texas Real Estate Commission (TREC). TREC administers two recovery funds which may be used to satisfy judgments against inspectors and real estate licensees involving a violation of the law. Complaints or inquires should be directed to the Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188, (512) 465-3960.

20. Owner acknowledges having received, prior to the execution of this Agreement, a copy of TREC Form No. OP-K, "Information on Brokerage Services" from Broker.

21. Broker has a right to claim a lien under the Texas Broker's and Appraiser's Lien on Commercial Real Estate Act, Texas Property Code, Section 62.001 *et seq.* The waiver of Broker's rights to such lien, or release given for the purpose of releasing Broker's lien before the commission is satisfied or forgiven, is void under Texas Property Code 62.022(a).

22. In the event that Owner sells or otherwise disposes of its interest in the Property during the Term, or at any time thereafter while any commission that may be due hereunder is pending or payable, Owner shall give Broker not less than ten (10) days prior written notice of the date of the closing of such sale (the "Closing"), the name of the escrow or closing agent involved in such transaction, and copies of any leases executed by irrevocable instruction to the escrow or closing agent to pay any unpaid commissions due and owing to an express condition of Closing. Owner shall remain liable for payment of the commissions provided for under this Agreement and the attached Schedule, and any commissions which shall accrue in the future in connection with the Outstanding

Leases ("Future Commissions") unless the purchaser assumes such obligations to pay commissions hereunder.

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement.

BROKER:

Johnson Trube & Associates, LLC Licensed Real Estate Broker

Ву:
Name: Edward Johnson
Title: <u>President</u>
Address: 221 W 6th St., Suite 325
Austin, Texas 78701
Telephone: <u>(512) 563.8426</u>
Date:

OWNER:

Hays County, Texas

By:		 	
Name:			
Title:			
Address:			

Telephone:	
Date:	

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s)which it contemplates. These are questions for your attorney and financial advisors.

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED		
EXECUTIVE SESSION	March 4, 2014	N/A		
LINE ITEM NUMBER				
N/A				
AUDITOR COMMENTS:	AUDITOR USE ONLY			
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW:	N/A	
REQUESTED BY		SPONSOR	CO-SPONSOR	
Mark Kennedy		СОВВ	N/A	
SUMMARY				
Litigation update to be provided in Execut	tive Session.			

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition at the intersection of Yarrington and IH35. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED		
EXECUTIVE SESSION	March 4, 2014			
LINE ITEM NUMBER				
	AUDITOR USE ONLY			
AUDITOR COMMENTS:				
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW: N	/A	
REQUESTED BY		SPONSOR	CO-SPONSOR	
			b. I. / A	
INGALSBE		INGALSBE	N/A	
			·	
SUMMARY				
Summary to be provided in Executive Ses	sion			
Commary to be provided in Executive Des	5011.			