

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**JULY 29th, 2008**  
**9:30 A.M.**

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Read and approve the minutes of the last meeting.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

( Items 5 – 15 )

5. Discuss and approve Line Item Transfer for County Court at Law #4

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0429004999	Miscellaneous	\$200.00
To	0429003900	Membership Dues	\$200.00

6. To discuss and consider approving a line item transfer for the Tax Assessor/Collector.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004999	Misc	\$77.00



To	0100-0499-004410	Insurance, bond premiums	\$77.00
----	------------------	--------------------------	---------

7. Discuss and consider approving a line item transfer for the Human Resources Department:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	\$19,050.00
To	0100.0402.004310	Advertising & Legal Notices	\$18,200.00
To	0100.0402.004232	Training, Conferences, Seminar	\$850.00

8. To discuss and consider approving a line item transfer for the 277th District Court

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$722.08
To	0100-0437-004010	277th DC/Visiting Judges	\$722.08

9. Discuss and consider approving a line item transfer for the Juvenile Services Department

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.576.001100	F/T Salaries	18087.38
To	0100.576.001110	Overtime	18087.38

10. Discuss and consider approving a line item transfer for All County Courts

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$6,000
To	0100-0425-004141	All Cty Cts/Interpreters	\$6,000

11. To discuss and take appropriate action on the approval of a Line Item Transfer for URS

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0200-0210-003556	AGGREGATE/ROCK MAT	\$9,000.00
TO	0200-0210-003559	CULVERTS AND BRIDGE LUMBER	\$9,000.00
FROM	0200-0210-003005	OFFICE FURNITURE	\$2,000.00
FROM	0200-0210-005200	RIGHT OF WAY	\$7,000.00
TO	0200-0210-004430	UTILITIES	\$9,000.00



12. Consider approving the Treasurer's Report on the Williamson County Finances for June 2008.
13. Consider approving a request for street closure for a portion of Mojave Bend for a neighborhood block party on August 16, 2008 from 5:00 to 10:00 PM.
14. Consider and take appropriate action on authorizing the transfer of various items from the Sheriff's Office through inter-office transfer to auction/donation and/or disposal. (Complete list filed with official minutes)
15. Consider approving property tax collections for the month of June 2008 for the Williamson County Tax Assessor/Collector.

## **REGULAR AGENDA**

16. To approve a resolution to recognize the Smith-Emerson Farm, the Spiked S Ranch, and the Smith family of Weir.
17. Discuss and consider preliminary plat approval for Mejia Addition, Pct. 3.
18. 10:00 Conduct Public Hearing on Creation and Establishment of Avery Centre Road District No. 1 and Avery Centre Road District No. 2.
19. Consideration and action with respect to "Order Creating and Establishing Avery Centre Road District No. 1 and Ordering Other Matters Incident and Related to the Creation and Establishment of Such Road District.
20. Consideration and action with respect to "Order Creating and Establishing Avery Centre Road District No. 2 and Ordering Other Matters Incident and Related to the Creation and Establishment of Such Road District.
21. Consideration and action with respect to "An Order Establishing a Public Hearing On a Petition Calling a Bond Election for Avery Centre Road District No. 1.
22. Consideration and action with respect to "An Order Establishing a Public Hearing On a Petition Calling a Bond Election for Avery Centre Road District No. 2.
23. Discuss and take appropriate action on road bond program.
24. Discuss and consider approving Fugro Consultants, Inc. Supplemental #1 to their Pass Through Finance Professional Service Agreement (PSA).
25. Discuss and consider approving HNTB Supplemental #3 to their Professional Service Agreement (PSA).



26. Discuss and consider authorizing the TxDOT request for remaining payment for the Off-System Safety Projects Advance Funding Agreements (AFA) executed by Williamson County on November 6, 2007. Final project costs and amounts due attached.
27. Discuss and consider approving the Early Voting Polling Locations and supervisors and alternate supervisors for the November 2008 general election.
28. Discuss and take appropriate action on the appointment of election judges and alternates judges to serve a term of one year beginning on August 1st, 2008.
29. Discuss and consider approving the Early Voting and Election Day schedule and polling sites for the November 4, 2008 general election.
30. Discuss and take appropriate action concerning sick leave pool policy.
31. Discuss 2008-2009 County Budget
32. Consider awarding bids received for Asphalt Mixes to the low bid meeting specifications -  
RTI Hot Mix Ltd.  
Ironhorse Asphalt  
Vulcan Materials
33. Consider awarding bids received for Asphalt Cement and Cut Back Asphalt to low bid meeting specifications - Cleveland Asphalt Products.
34. Consider awarding bids received for Asphalt Emulsion to the low bid meeting specifications -  
Cleveland Asphalt Products  
P2 Emulsions
35. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional surplus property sale proceeds for the Road & Bridge fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0200.0000.364000	Sale of Surplus Property	\$1,516.00

36. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge online auction expenditures for the Road & Bridge fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0200.0210.004999	Miscellaneous	\$1,516.00



## EXECUTIVE SESSION

37. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
38. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
39. Discuss County Landfill (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
40. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
41. Discuss and take appropriate action on real estate.
42. Discuss and take appropriate action on pending or contemplated litigation.
43. Discuss and take appropriate action on the County Landfill.
44. Discuss and take appropriate action concerning deiliberation regarding Economic Development Negotiations.
45. Comments from Commissioners.
- 46.** Recess until 1:00 for 2008-2009 Budget Hearings from 1:00 - 4:00

---

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



## Line Item Transfer

### Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** David Tristan, County Court At Law #4  
**Submitted For:** David Tristan  
**Department:** County Court At Law #4  
**Agenda Area:** Consent

#### Information

##### Agenda Item

Discuss and approve Line Item Transfer for County Court at Law #4

##### Background

Transfer of funds in the amount of \$200 from Line Item 004999 to Line Item 003900

#### Fiscal Impact

From/To	Acct No.	Description	Amount
From	0429004999	Miscellaneous	\$200.00
To	0429003900	Membership Dues	\$200.00

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/09/2008 11:06 AM	APRV
4	County Court 4 (Originator)	David Tristan	07/24/2008 11:39 AM	APRV

Form Started By: David Tristan  
 Started On: 07/07/2008 03:39 PM  
 Final Approval Date: 07/24/2008



**Line item transfer****Commissioners Court - Regular Session****Date:** 07/29/2008**Submitted By:** Kathryn Morehouse, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Area:** Consent**Information****Agenda Item**

To discuss and consider approving a line item transfer for the Tax Assessor/Collector.

**Background**

Employee was hired recently and is a notary and her notary expires in September. We had no funds in our budget this year for notary public renewals.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004999	Misc	\$77.00
To	0100-0499-004410	Insurance, bond premiums	\$77.00

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/17/2008 10:12 AM	APRV
4	Budget	Ashlie Koenig	07/23/2008 01:02 PM	APRV

Form Started By: Kathryn Morehouse  
 Started On: 07/17/2008 09:57 AM  
 Final Approval Date: 07/23/2008

**Email Messages Sent**

Sent To	Sent From	Date	Incl Conf?
Kathryn Morehouse (Originator)	Kathryn Morehouse	07/17/2008 09:58 AM	N
Kathryn Morehouse (Originator)	Kathryn Morehouse	07/17/2008 09:58 AM	N



**Line Item Transfer****Commissioners Court - Regular Session****Date:** 07/29/2008**Submitted By:** Lisa Zirkle, Human Resources**Submitted For:** Lisa Zirkle**Department:** Human Resources**Agenda Area:** Consent**Information****Agenda Item**

Discuss and consider approving a line item transfer for the Human Resources Department:

**Background****Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	\$19,050.00
To	0100.0402.004310	Advertising & Legal Notices	\$18,200.00
To	0100.0402.004232	Training, Conferences, Seminar	\$850.00

**Attachments***No file(s) attached.***Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/23/2008 10:20 AM	APRV
4	Budget	Ashlie Koenig	07/23/2008 01:03 PM	APRV

Form Started By: Lisa Zirkle      Started On: 07/18/2008 02:34 PM

Final Approval Date: 07/23/2008



## Line Item Transfer

### Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Ashlie Koenig, County Judge  
**Department:** County Judge  
**Agenda Area:** Consent

#### Information

##### Agenda Item

To discuss and consider approving a line item transfer for the 277th District Court

##### Background

To cover shortage in the visiting judge line item due to recusals and leave time

#### Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$722.08
To	0100-0437-004010	277th DC/Visiting Judges	\$722.08

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Ashlie Koenig  
 Started On: 07/21/2008 02:10 PM  
 Final Approval Date: 07/23/2008



**Line Item Transfer****Commissioners Court - Regular Session**

**Date:** 07/29/2008  
**Submitted By:** Robyn Murray, Juvenile Services  
**Submitted For:** Robyn Murray  
**Department:** Juvenile Services  
**Agenda Area:** Consent

**Information****Agenda Item**

Discuss and consider approving a line item transfer for the Juvenile Services Department

**Background**

The Williamson County Juvenile Services Department is seeking approval of a budget line item transfer for expenditures relating to the shift coverage of fulltime essential personnel who have been called to active military duty or excused from shift due to FMLA illness and/or Workers Compensation injuries or coverage of open shifts during job posting and hiring of vacated essential personnel position. Shifts were covered by current fulltime staff resulting in overtime hours.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.576.001100	F/T Salaries	18087.38
To	0100.576.001110	Overtime	18087.38

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/23/2008 10:19 AM	APRV
4	Budget	Ashlie Koenig	07/23/2008 01:04 PM	APRV

Form Started By: Robyn Murray  
 Started On: 07/22/2008 10:41 AM  
 Final Approval Date: 07/23/2008



## Line Item Transfer

### Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Ashlie Koenig, County Judge  
**Department:** County Judge  
**Agenda Area:** Consent

#### Information

##### Agenda Item

Discuss and consider approving a line item transfer for All County Courts

##### Background

To cover unforeseen expenditures in the Interpreter line item

#### Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$6,000
To	0100-0425-004141	All Cty Cts/Interpreters	\$6,000

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Ashlie Koenig  
 Started On: 07/23/2008 01:06 PM  
 Final Approval Date: 07/24/2008



## Line Item Transfer

### Commissioners Court - Regular Session

Date: 07/29/2008  
 Submitted By: Lydia Linden, Unified Road System  
 Department: Unified Road System  
 Agenda Area: Consent

#### Information

##### Agenda Item

To discuss and take appropriate action on the approval of a Line Item Transfer for URS

##### Background

#### Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0200-0210-003556	AGGREGATE/ROCK MAT	\$9,000.00
TO	0200-0210-003559	CULVERTS AND BRIDGE LUMBER	\$9,000.00
FROM	0200-0210-003005	OFFICE FURNITURE	\$2,000.00
FROM	0200-0210-005200	RIGHT OF WAY	\$7,000.00
TO	0200-0210-004430	UTILITIES	\$9,000.00

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/24/2008 10:59 AM	APRV
4	Budget	Ashlie Koenig	07/25/2008 07:55 AM	APRV

Form Started By: Lydia Linden  
 Started On: 07/24/2008 10:22 AM  
 Final Approval Date: 07/25/2008



## Treasurer's Report on the Williamson County Finances June 2008 Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Celia Villarreal, County Treasurer  
**Submitted For:** Vivian Wood  
**Department:** County Treasurer  
**Agenda Area:** Consent

---

### Information

#### Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for June 2008.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Treasurers Report](#)

---

### Form Routing/Status

Form Started By: Celia Villarreal      Started On: 07/18/2008 09:15 AM  
Final Approval Date: 07/23/2008

---



TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF VIVIAN L. WOOD  
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT  
WILLIAMSON COUNTY, TEXAS  
IN REGULAR SESSION  
JUNE TERM 2008

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **JUNE 2008**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$363,768,975.25.

\_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_  
Lisa Birkman, Commissioner Pct. 1

\_\_\_\_\_  
Cynthia Long, Commissioner Pct. 2

\_\_\_\_\_  
Valerie Covey, Commissioner Pct .3

\_\_\_\_\_  
Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the \_\_\_\_\_ day \_\_\_\_\_, A.D., 2008.

\_\_\_\_\_  
Attest: Nancy E. Rister, County Clerk  
Clerk of the Commissioners Court in and for  
Williamson County, Texas

\_\_\_\_\_  
By: Deputy



# **LONG TERM INVESTMENT SECURITIES BALANCE**

Account Name	Balance June 30, 2008
GENERAL FUND	\$ 41,295,338.12
CO RECORDS ARCHIVE	\$ 511,458.31
ROAD & BRIDGE	\$ 10,254,060.48
CAPITAL PROJECTS FUND	\$ 122,425,000.00
CO SERIES 2006	\$ 13,127,258.05
2007 ROAD BONDS	\$ 5,086,982.50
GF BOND 01	\$ 21,091,032.52
BENEFITS	\$ 1,000,000.00
DEBT SERVICE	\$ 17,194,367.32
<b>TOTAL</b>	<b>\$ 231,985,497.30</b>



**WILLIAMSON COUNTY  
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

<b>ACCOUNT NAME</b>	<b>TEXPOOL BALANCE 6/30/08</b>	<b>TEXPOOL PRIME BALANCE 6/30/08</b>	<b>TEXSTAR BALANCE 6/30/08</b>	<b>GRAND TOTAL</b>
COURTHOUSE SECURITY	96,311.20			96,311.20
COUNTY RMP	833,094.78			833,094.78
GENERAL FUND	426,799.35	13,986,335.14		14,413,134.49
LIBRARY FUND	564,840.49			564,840.49
COURT REPORTER SVC	575,374.89			575,374.89
KARST	770,912.52			770,912.52
CO RECORD ARCHIVE	1,036,990.01			1,036,990.01
ROAD AND BRIDGE	24,035.87	7,013,761.91		7,037,797.78
TOTAL CO'S & BOND	1,713,642.33	53,694,758.68	13,746,291.19	69,154,692.20
DEBT SERVICE	476,532.29	14,752,825.50		15,229,357.79
<b>TOTALS</b>	<b>6,518,533.73</b>	<b>89,447,681.23</b>	<b>13,746,291.19</b>	<b>109,712,506.15</b>



# **SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS**

Account Name	Bank Balance Per Bank Reconciliation June 30, 2008	
GENERAL FUND	\$	20,441,086.53
PAYROLL	\$	926,376.64
CSCD TREASURER	\$	703,508.63
<hr/> <b>TOTAL</b>		<b>\$ 22,070,971.80</b>



Bank Statement Reconciliation Report  
Ending June 30, 2008  
**GENERAL FUND ACCOUNT**

BALANCE PER BANK	\$	20,928,717.13
ADD:		
OUTSTANDING DEPOSITS	\$	1,188.10
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(488,818.70)
 <b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>20,441,086.53</u></b>
<hr/>		
STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	20,234,510.34
ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL JULY 2008	\$	173,169.02
 SUBTRACT:		
RETURNED MONEY GRAM	\$	(150.00)
 BANK INTEREST 2.119%	\$	33,557.17
 <b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>20,441,086.53</u></b>
  TOTAL DIFFERENCE IN BOOK FROM THE BANK	  \$	  <u>0.00</u>

NOTES:

---

---

---



Bank Statement Reconciliation Report  
Ending JUNE 30, 2008  
**PAYROLL FUND ACCOUNT**

BALANCE PER BANK	\$	960,684.89
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(8,932.41)
ESCROW OUTSTANDING CHECKS	\$	(25,375.84)
ADJUSTMENTS:		

<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>926,376.64</u></b>
--------------------------------	-----------	--------------------------

---

BOOK BALANCE	\$	926,376.64
--------------	----	------------

ADD:		
OUTSTANDING DEPOSITS	\$	0.00

BANK INTEREST EARNED \$2,651.74  
BANK INTEREST RATE 2.119%

ADJUSTMENTS:		
ADD:	\$	0.00

SUBTRACT:	\$	0.00
-----------	----	------

<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>926,376.64</u></b>
--------------------------------	-----------	--------------------------

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
--	----	-------------

NOTES:

---

---

---



Bank Statement Reconciliation Report  
Ending JUNE 30, 2008  
**CSCD ACCOUNT**

BALANCE PER BANK	\$	729,854.93
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(26,346.30)
 <b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>703,508.63</u></b>

---

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	702,511.21
ADD:		
	\$	0.00
 SUBTRACT:		
	\$	0.00
 BANK INTEREST 2.119%	\$	997.42
 <b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>703,508.63</u></b>
  TOTAL DIFFERENCE IN BOOK FROM THE BANK	  \$	  <u>0.00</u>

NOTES:

---

---

---



## GENERAL FUND TOTAL REVENUES

Account	TOTAL June 2008	
TOTAL TAXES	\$	636,013.27
TOTAL FEES OF OFFICE	\$	582,032.17
TOTAL FINES AND FORFEITURES	\$	301,185.47
TOTAL CHARGES FOR SERVICES	\$	672,725.71
TOTAL INTERGOVERNMENTAL	\$	137,537.70
TOTAL INVESTMENT INCOME/OTHER	\$	342,375.49
<hr/>		
TOTAL REVENUES	\$	2,671,869.81

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT



### GENERAL FUND TOTAL EXPENSES

Account	TOTAL	
	June 2008	
TOTAL GENERAL GOVERNMENT	\$	1,331,684.51
TOTAL PUBLIC SAFETY	\$	4,224,742.11
TOTAL JUDICIAL	\$	1,174,035.83
TOTAL COMMUNITY SERVICES	\$	545,807.80
<hr/>		
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>7,276,270.25</b>

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT



## Block Party Request Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Grimes Kathy, Commissioner Pct. #2  
**Submitted For:** Cynthia Long  
**Department:** Commissioner Pct. #2  
**Agenda Area:** Consent

---

### Information

#### Agenda Item

Consider approving a request for street closure for a portion of Mojave Bend for a neighborhood block party on August 16, 2008 from 5:00 to 10:00 PM.

#### Background

This request was made by Sarah Bush, who informs us that all residents on the street were consulted and there were no problems raised regarding the block party.

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Block Party Request](#)

---

### Form Routing/Status

Form Started By: Grimes Kathy      Started On: 07/21/2008 05:45 PM  
Final Approval Date: 07/23/2008

---



To whom it may concern,

My name is Sarah Bush and we the neighbors at Molson Lake Dr and Mojave Bend would like to have a block party. We are requesting closing down a small portion of the street. There are two ways for people to come and go and also a way for emergency vehicles as well. We would like to have are event on August 16, 2008 from 5pm to 10 pm. We have agreements from everyone on this street about closing it and there were no complaints what so ever. If you have any questions please contact me at 512-796-8983 or 512-259-4755 thank you for your time.

Thanks,

Sarah Bush



**consent agenda****Commissioners Court - Regular Session**

Date: 07/29/2008

Submitted By: Christi Tredemeyer, Purchasing

Department: Purchasing

Agenda Area: Consent

**Information****Agenda Item**

Consider and take appropriate action on authorizing the transfer of various items from the Sheriff's Office through inter-office transfer to auction/donation and/or disposal.  
(Complete list filed with official minutes)

**Background****Fiscal Impact**

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

**Attachments**Link: [consent-auction](#)Link: [consent- disposal](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Barry Becker	07/24/2008 09:09 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	07/24/2008 10:58 AM	APRV

Form Started By: Christi Tredemeyer      Started On: 07/24/2008 07:57 AM

Final Approval Date: 07/24/2008



# Williamson County

## Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments      ☐ **TRADE-IN** for new assets for the county  
☒ **SALE** at the earliest auction      ☐ **DONATION** to a non-county entity

### Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
14	Duty Slacks (navy) - torn & worn out		
4	Knit Polos (3-blue/1-tan) - faded & torn		
7	511 Tactical BDU's (blk) - faded & stained		
4	Propper BDU's (navy) - faded & worn out		
2	Long Sleeve Duty Shirts - tan		
22	Short Sleeve Duty Shirts ( tan) - stained, torn & faded		

### Parties involved:

**FROM** (Transferor Department): 560 - Law Enforcement Inventory

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**

L. C. Marshall

**Contact Person:**

Emma Payne

Print Name

*[Signature]*

Print Name  
(512) 943-1439

Signature

Phone Number

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**Transferee - Elected Official/Department Head/**

**Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

**Contact Person:**

Print Name

Print Name

Signature

Phone Number

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## Forward to County Auditor's Office

This Change Status was approved as agenda item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

by \_\_\_\_\_



# Williamson County

## Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments      ☐ **TRADE-IN** for new assets for the county  
☒ **SALE** at the earliest auction      ☐ **DONATION** to a non-county entity

### Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1 box	33 pairs of navy BDU pants	none	
10 each	white medical shirts	none	
1 each	pair Class A pants	none	
23 each	khaki tactical shirts	none	
3 each	Class A shirts	none	
6 each	light blue clerical shirts	none	
1 each	windbreaker	none	
	*worn, torn or faded - not suitable for re-issue*	***all patches have been removed**	

### Parties involved:

**FROM** (Transferor Department): 570 - Corrections

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**

L.C. Marshall

**Contact Person:**

Theresa Goldade

Print Name

*L.C. Marshall*

Print Name  
512-943-1324

Signature

Phone Number

Date 07 / 17 / 08

**TO** (Transferee Department/Auction/Trade-in/Donee): AUCTION

**Transferee - Elected Official/Department Head/**

**Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

**Contact Person:**

Print Name

Print Name

Signature

Phone Number

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## Forward to County Auditor's Office

This Change Status was approved as agenda item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

by \_\_\_\_\_



# Williamson County

## Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments      ☐ **TRADE-IN** for new assets for the county  
☒ **SALE** at the earliest auction      ☐ **DONATION** to a non-county entity

### Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1 box	38 pairs of navy BDU pants	none	
1 box	36 pairs of navy BDU pant	none	
	**faded, worn or torn - not suitable for re-issue**		

### Parties involved:

**FROM** (Transferor Department): 570 - Corrections

**Transferor - Elected Official/Department Head/  
Authorized Staff:**

L.C. Marshall

Print Name



Signature

Date 07 / 17 / 08

**Contact Person:**

Theresa Goldade

Print Name

512-943-1324

Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): AUCTION

**Transferee - Elected Official/Department Head/  
Authorized Staff OR Donee - Representative:** (If being  
approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Contact Person:**

Print Name

Phone Number

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## Forward to County Auditor's Office

This Change Status was approved as agenda item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

by \_\_\_\_\_



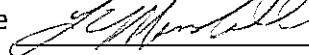
# Williamson County

## Asset Disposal Form

Department: 560-Law Enforcement Inventory

Elected Official/Department Head/Authorized Staff:

Print Name Asst. Chief L. C. Marshall

Signature 

Date 07 / 10 / 08

Contact Person:

Print Name Emma Payne

Phone Number 512-943-1349

### Asset List:

Description (year, make, model & etc)	Identification Number (Serial#, VIN#, Tag#)	Method of disposal (to whom & where)
<u>1 ABA BODY ARMOR (FT01014010A)</u>	<u>EXP. 03-06</u>	<u>Destroy in Narc. burn</u>
<u>1 ABA BODY ARMOR (FT00105955A)</u>	<u>EXP. 12-05</u>	<u>Destroy in Narc. burn</u>
<u>1 ABA BODY ARMOR (FT03042387)</u>	<u>EXP. 06-08</u>	<u>Destroy in Narc. burn</u>
<u>1 ABA BODY ARMOR (FT02071309)</u>	<u>EXP. 10-07</u>	<u>Destroy in Narc. burn</u>
<u>1 ABA BODY ARMOR (FT03042386)</u>	<u>EXP. 06-08</u>	<u>Destroy in Narc. burn</u>

### Reason for Disposal:

These body armors have expired manufacturer's dates of usefulness and are not safe for use.

The covers that accompany the armor are worn, torn and soiled.

### For County Auditor's Office Use Only:



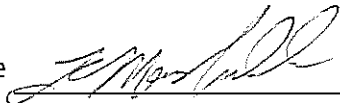
# Williamson County

## Asset Disposal Form

Department: 560-Law Enforcement Inventory

Elected Official/Department Head/Authorized Staff:

Print Name Asst. Chief L. C. Marshall

Signature 

Date 07 / 10 / 08

Contact Person:

Print Name Emma Payne

Phone Number 512-943-1349

### Asset List:

Description (year, make, model & etc)	Identification Number (Serial#, VIN#, Tag#)	Method of disposal (to whom & where)
5 - Sheriff's Traffic Vests (brn.)		Destroy in Narc. burn
1 ABA BODY ARMOR (FT3892044326A)	EXP. 06-02	Destroy in Narc. burn
1 ABA BODY ARMOR (FT03034876)	EXP. 05-08	Destroy in Narc. burn
1 ABA BODY ARMOR (FT03042391)	EXP. 06-08	Destroy in Narc. burn
1 ABA BODY ARMOR (FT02087189)	EXP. 12-07	Destroy in Narc. burn

### Reason for Disposal:

These body armors have expired manufacturer's dates of usefulness and are not safe for use.

The covers that accompany the armor are worn, torn and soiled.

The traffic vests are cracked and color faded from exposure to the weather.

### For County Auditor's Office Use Only:



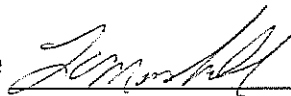
# Williamson County Asset Disposal Form

Department: 570 - Corrections

Elected Official/Department Head/Authorized Staff:

Print Name L.C. Marshall

Signature



Date 7 / 17 / 08

Contact Person:

Print Name Theresa Goldade

Phone Number 512-943-1324

## Asset List:

Description  
(year, make, model & etc)

Identification Number  
(Serial#, VIN#, Tag#)

Method of disposal  
(to whom & where)

1 Emergency Restraint Chair

A-11150

destroy

## Reason for Disposal:

Unit is in dis-repair and non-usable. Has potential for liability exposure. DO NOT SELL!!!!!!!!!!!!!!

## For County Auditor's Office Use Only:



## Property Tax Collections - June 1-30, 2008

### Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Cathy Atkinson, County Tax Assessor Collector  
**Submitted For:** Deborah Hunt  
**Department:** County Tax Assessor Collector  
**Agenda Area:** Consent

---

#### Information

##### Agenda Item

Consider approving property tax collections for the month of June 2008 for the Williamson County Tax Assessor/Collector.

##### Background

---

#### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

#### Attachments

Link: [060108-063008 GWI-RFM](#)

---

#### Form Routing/Status

Form Started By: Cathy Atkinson  
Started On: 07/24/2008 09:01 AM  
Final Approval Date: 07/24/2008

---



**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**June 1-30, 2008**

Description	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	P & I Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2007	\$141,761,637.22	\$897,158.60	\$142,658,795.82	\$683,458.42	\$98,963.23	\$2,254.99	\$2,307,637.34	\$140,351,158.48	98.38%	98.45%	100.18%
2006 & Prior	2,056,451.50	(50,793.66)	\$2,005,657.84	44,165.73	13,818.66	964.59	1,197,472.50	808,185.34	40.30%	40.98%	
Rollbacks	1,015,250.86	1,697,156.43	\$2,712,407.29	2,204.19	0.00	0.61	1,071,849.55	1,640,557.74	60.48%	60.48%	
<b>Total All</b>	<b>\$144,833,339.58</b>	<b>\$2,543,521.37</b>	<b>\$147,376,860.95</b>	<b>\$729,828.34</b>	<b>\$112,781.89</b>	<b>\$3,220.19</b>	<b>\$4,576,959.39</b>	<b>\$142,799,901.56</b>	<b>96.89%</b>	<b>96.97%</b>	

**2007 MONTHLY BREAKDOWN**

Oct-07	\$144,833,339.58	\$424,186.72	\$145,257,526.30	\$302,046.44	\$31,741.10	\$2,281.71	\$144,953,198.15	\$304,328.15			
Nov-07	\$145,257,526.30	\$745,518.40	\$146,003,044.70	\$11,860,545.60	\$27,211.95	\$13.51	\$133,838,157.44	\$12,164,887.26			
Dec-07	\$146,003,044.70	\$294,682.13	\$146,297,726.83	\$70,658,100.38	\$37,726.03	\$875.93	\$63,473,863.26	\$82,823,863.57			
Jan-08	\$146,297,726.83	\$71,548.52	\$146,369,275.35	\$52,530,269.63	\$29,049.32	(\$139,589.17)	\$11,154,731.32	\$135,214,544.03			
Feb-08	\$146,369,275.35	\$125,485.15	\$146,494,760.50	\$3,071,366.08	\$165,235.15	\$33,282.07	\$8,175,568.32	\$138,319,192.18			
Mar-08	\$146,494,760.50	\$299,740.79	\$146,794,501.29	\$1,710,156.32	\$132,999.32	\$1,242.82	\$6,763,909.97	\$140,030,591.32			
Apr-08	\$146,794,501.29	\$337,608.36	\$147,132,109.65	\$878,247.07	\$103,056.78	\$937.90	\$6,222,333.36	\$140,909,776.29			
May-08	\$147,132,109.65	(\$29,578.41)	\$147,102,531.24	\$1,156,904.45	\$106,637.32	\$172.29	\$5,035,678.21	\$142,066,853.03			
Jun-08	\$147,102,531.24	\$274,329.71	\$147,376,860.95	\$729,828.34	\$112,781.89	\$3,220.19	\$4,576,959.39	\$142,799,901.56			



## 100 Yr Farm Resolution Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Terri Countess, Commissioner Pct. #3  
**Submitted For:** Valerie Covey  
**Department:** Commissioner Pct. #3  
**Agenda Area:** Regular Agenda Items

---

### Information

#### Agenda Item

To approve a resolution to recognize the Smith-Emerson Farm, the Spiked S Ranch, and the Smith family of Weir.

#### Background

The ranch and farm has been continuously operated by the same family for over 100 years.

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Resolution](#)

---

### Form Routing/Status

Form Started By: Terri Countess  
Started On: 07/24/2008 11:10 AM  
Final Approval Date: 07/24/2008

---



## Resolution

WHEREAS, Williamson County has been significantly influenced by family farming and ranching, and the Smith family of Weir has now been officially recognized as heirs to this proud tradition; and

WHEREAS, The Smith-Emerson Farm and the Spiked S Ranch were accepted into the Family Land Heritage Program of the Texas Department of Agriculture in 2006; and

WHEREAS, The Family Land Heritage Program honors Texas farms and ranches that have been continuously operated by the same family for 100 years or more; the program is designed to recognize and chronicle the unique history of Texas agriculture and the men and women who settled this great state and continue the tradition; and

WHEREAS, The Smith-Emerson Farm was purchased by Thomas Armstead Emerson in 1888, the 100-acre property was used to raise cotton, corn, wheat, hogs, cattle, and mules; over the past century, the property has been passed down through four generations of the Emerson family, from their son Thomas Hay and his wife, Susan, to Camilla Lydia Durrenberger and her husband, Shelton, to Laura Sue Smith and her husband, Fred C. Smith, Jr., to Marsh Fawn Smith and his wife, Rebecca, Mary Sue Smith, and Karen Lou Smith Red, who own the land today and produce coastal Bermuda grass; and

WHEREAS, The Spiked S Ranch was purchased in 1900 by Thomas Hay Emerson to produce cotton; in 1929 the ranch struggled to survive The Great Depression and was aided in 1933 by Franklin D. Roosevelt's New Deal and the Farm Security Administration; the land was passed down to Camilla Lydia (Emerson) Durrenberger in 1944; during World War II, Camilla switched from growing cotton to milo and corn; Camilla continued to modernize the farm by instituting crop rotation and developed terraces to reduce soil erosion; today, the Ranch is owned by Laura Sue Smith and the late Fred C. Smith; the ranch actively produces cattle, horses and oats; and

WHEREAS, In addition to maintaining their ranch, the Smiths have contributed to their community by donating land for the Weir Volunteer Fire Department and by leasing space to the post office to ensure its accessibility to local residents; and

WHEREAS, Family farms and ranches, such as the Smith-Emerson Farm and the Spiked S Ranch, have long been essential in maintaining the distinct heritage of Williamson County, and through their careful stewardship of their family's property, the Smith family continues to carry forth the county's agricultural traditions; now, therefore, be it

RESOLVED, That Laura Sue and Fred C. Smith, of the Spiked S Ranch, and Marsh Fawn and Rebecca Smith, Mary Sue Smith, and Karen Lou Smith Red, of the Smith-Emerson Farm be recognized for their dedication to Williamson County agricultural traditions.



## Preliminary Plat Approval Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Nickey Lawrence, Unified Road System  
**Submitted For:** Joe England  
**Department:** Unified Road System  
**Agenda Area:** Regular Agenda Items

---

### Information

#### Agenda Item

Discuss and consider preliminary plat approval for Mejia Addition, Pct. 3.

#### Background

This is a 10.004-acre tract being subdivided in to two lots.

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

*No file(s) attached.*

---

### Form Routing/Status

Form Started By: Nickey Lawrence  
Started On: 07/23/2008 02:21 PM  
Final Approval Date: 07/24/2008

---



## Avery Centre Road District No. 1 Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Peggy Vasquez, County Judge  
Department: County Judge  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

10:00 Conduct Public Hearing on Creation and Establishment of Avery Centre Road District No. 1 and Avery Centre Road District No. 2.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

*No file(s) attached.*

---

### Form Routing/Status

Form Started By: Peggy Vasquez  
Started On: 07/24/2008 12:56 PM  
Final Approval Date: 07/24/2008

---



## Avery Centre Road District No. 1 Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Peggy Vasquez, County Judge  
Submitted For: Peggy Vasquez  
Department: County Judge  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Consideration and action with respect to "Order Creating and Establishing Avery Centre Road District No. 1 and Ordering Other Matters Incident and Related to the Creation and Establishment of Such Road District.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Order](#)

Link: [Certificate](#)

---

### Form Routing/Status

Form Started By: Peggy Vasquez  
Started On: 07/24/2008 02:42 PM  
Final Approval Date: 07/24/2008

---



**STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §



**Section 1.** Under and pursuant to authority conferred by Article III, Section 52 of the Constitution of Texas and Subchapter B of Chapter 257 of the Transportation Code, as amended, there shall be and there is hereby created and established a road district in Williamson County, Texas, to be known as "**Avery Centre Road District No. 1,**" (the "District") for the purposes as set forth in the Petition attached hereto as Exhibit "B" and the boundaries of the District shall be and are hereby defined and established to be as set forth and described in Exhibit "A".

**Section 2.** The District shall be and is hereby declared to be a body corporate having such authority and powers conferred by the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and Subchapter B of Chapter 257 of the Transportation Code, as amended, as now or hereinafter amended. Notice of the District shall be provided as set forth in Chapter 257 of the Transportation Code.



**PASSED AND ADOPTED**, this the 29th day of July, 2008.

(SEAL)

---

County Judge  
Williamson County, Texas

ATTEST:

---

County Clerk  
Williamson County, Texas



## **EXHIBIT "A"**



## DESCRIPTION

FOR A 549.997 ACRE TRACT OF LAND BEING A 600.081 ACRE TRACT SITUATED IN THE ABEL EAVES SURVEY, ABSTRACT 215, THOMAS TOBY SURVEY, ABSTRACT 624, THOMAS TOBY SURVEY, ABSTRACT 625, WILLIS DONAHOE SURVEY, ABSTRACT 173, THOMAS GLASCOCK SURVEY, ABSTRACT 255, AND JOHN L. JUSTICE SURVEY, ABSTRACT 356 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF COUNTY ROAD 112 (120' RIGHT-OF-WAY WIDTH), IN DEED TO THE CITY OF ROUND ROCK AND RECORDED IN DOCUMENT NO. 2008026976, O.P.R.W.C., TX., A PORTION OF FARM TO MARKET ROAD 1460, (80' RIGHT-OF-WAY) AND A PORTION OF A REMNANT PORTION OF A CALLED 1200.19 ACRE TRACT IN DEED TO AVERY RANCH COMPANY, LTD, OF RECORD IN DOCUMENT NUMBER 2002071336, O.P.R.W.C., TX., **SAVE AND EXCEPT** A 50.084 ACRE TRACT DESCRIBED HEREIN, SAID 549.997 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

---

**BEGINNING** at a ½" iron rod with "Baker-Aicklen" cap found for the northwest corner of a Remnant Portion of said 1200.19 acre tract, same being the northeast corner of a 98.20 acre tract of land as described in that deed to The State of Texas and recorded in Document No. 2005098710 of the Deed Records of said County, same being a point on the south right-of-way line of University Boulevard, also known as C. R. 114, (right-of-way width varies), for the northwest corner and **POINT OF BEGINNING** hereof;

**THENCE** with the north line of a Remnant Portion of said 1200.19 acre tract, same being the south right-of-way line of said University Boulevard, and in part with the northern terminus of the right-of-way of said County Road 112, **N 69°37'13" E** for a distance of **1238.56** feet to a ½" iron rod with "Baker-Aicklen" cap found for the most northerly northeast corner hereof, same being the northwest corner of a called 101.376 acre tract of land in deed to Texas State University System as recorded in Document No. 2004014440 of the Official Public Records of said County;

**THENCE** with the west boundary line of said 101.376 acre tract, same being a east boundary line of the Remnant Portion of said 1200.19 acre tract the following eight (8) courses and distances:

- 1) **S 20° 22' 47" E** for a distance of **564.54** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,



- 2) **S 17° 38' 39" W** for a distance of **89.29** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
  - 3) **S 20° 22' 47" E** for a distance of **70.25** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
  - 4) **S 58° 24' 13" E** for a distance of **89.29** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
  - 5) **S 20° 22' 47" E** for a distance of **444.54** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
  - 6) **S 30° 01' 22" E** for a distance of **888.97** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
  - 7) **S 07° 12' 33" W** for a distance of **131.28** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof, and
- 
- 8) **S 44° 26' 28" W** for a distance of **132.56** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point on the east right-of-way line of said County Road 112 hereof,

**THENCE** with the east right-of-way line of said County Road 112, same being the west boundary line of said 101.376 acre tract the following three (3) courses and distances:

- 1) **S 45° 33' 32" E** for a distance of **401.00** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature hereof,
- 2) with the arc of a curve to the right, having a radius of **2170.00** feet, an arc length of **711.61** feet, a central angle of **18° 47' 20"**, and a chord which bears **S 36° 09' 52" E** for a distance of **708.42** feet, to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency hereof, and
- 3) **S 26° 46' 12" E** for a distance of **34.88** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,

**THENCE** leaving the east right-of-way line of said county Road 112, with the south boundary line of said 101.376 acre tract, with a north boundary line of the Remnant Portion of said 1200.19 acre tract the following three (3) courses and distances:



- 1) **N 58° 04' 46" E** for a distance of **644.52** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 2) **N 21° 08' 47" W** for a distance of **58.77** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof, and
- 3) **N 29° 59' 07" E** for a distance of **999.48** feet to a ½" iron rod with "Baker-Aicklen" cap found for the southeast corner of said 101.376 acre tract, same being an angle point of the Remnant Portion of said 1200.19 acre tract for an angle point hereof,

**THENCE** through the interior of a Remnant Portion of said 1200.19 acre tract, **N 68° 51' 04" E** for a distance of **954.66** feet to a calculated point on the east right-of-way line of said F. M. 1460 for an angle point hereof;

**THENCE** with the east right-of-way line of said F. M. 1460, **S 21° 09' 23" E** for a distance of **1457.82** feet to a ½" iron rod with "Baker-Aicklen" cap found on the east right-of-way line of said F. M. 1460, said point being the southwest corner of a called 1629.95 acre tract described in deed to Nelson Homestead Family Partnership, Ltd., of record in Document No. 9824078 of the Official Public Records of said County, same being the northwest corner of a Remnant Portion of said 1200.19 acre tract, for an angle point hereof;

**THENCE** departing the east right-of-way line of said F. M. 1460, with the south boundary line of said 1629.95 acre tract, same being the north boundary line of a Remnant Portion of said 1200.19 acre tract, the following three (3) courses and distances:

- 1) **N 71°14'10" E** for a distance of **811.35** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 2) **N 71°54'04" E** for a distance of **1170.00** feet to an iron rod with an aluminum cap stamped Texas Department of Transportation found for an angle point hereof,
- 3) **N 05°53'55" E** for a distance of **16.98** feet to a calculated angle point hereof,

**THENCE** through the interior of a Remnant Portion of said 1200.19 acre tract, the following thirty-three (33) courses and distances:

- 1) **S 78° 28' 00" E** for a distance of **600.08** feet to a calculated point of curvature hereof,
- 2) with the arc of a curve to the left, having a radius of **1000.00** feet, an arc length of **556.10** feet, a central angle of **31° 51' 44"** and a chord which bears **S 04° 59' 27" E** for a distance of **548.96** feet to a calculated point of tangency hereof,



- 3) S 20° 55' 19" E for a distance of 317.13 feet to a calculated angle point hereof,
  - 4) N 69° 04' 41" E for a distance of 833.03 feet to a calculated angle point hereof,
  - 5) S 21° 57' 27" E for a distance of 1299.81 feet to a calculated angle point hereof,
  - 6) S 44° 44' 33" W for a distance of 279.50 feet to a calculated angle point hereof,
  - 7) N 52° 55' 49" W for a distance of 48.70 feet to a calculated angle point hereof,
  - 8) S 49° 44' 22" W for a distance of 1044.57 feet to a calculated angle point hereof,
  - 9) S 67° 31' 03" W for a distance of 160.63 feet to a calculated angle point hereof,
  - 10) S 22° 42' 29" E for a distance of 809.15 feet to a calculated angle point for the most southerly southeast corner hereof,
  - 11) S 68° 53' 47" W for a distance of 331.47 feet to a calculated angle point hereof,
- 
- 12) S 68° 50' 49" W for a distance of 630.00 feet to a calculated angle point hereof,
  - 13) S 68° 51' 52" W for a distance of 600.15 feet to a calculated angle point hereof,
  - 14) N 21° 41' 12" W for a distance of 29.80 feet to a calculated angle point hereof,
  - 15) S 68° 51' 29" W for a distance of 235.47 feet to a calculated angle point hereof,
  - 16) N 21° 44' 50" W for a distance of 239.47 feet to a calculated angle point hereof,
  - 17) S 68° 40' 10" W for a distance of 1750.88 feet to a calculated angle point hereof,
  - 18) S 72° 52' 01" W for a distance of 92.02 feet to a calculated angle point hereof,
  - 19) S 68° 23' 29" W for a distance of 1038.49 feet to a calculated angle point hereof,
  - 20) N 29° 16' 35" E for a distance of 590.44 feet to a calculated angle point hereof,
  - 21) N 02° 14' 16" E for a distance of 462.83 feet to a calculated angle point hereof,
  - 22) N 89° 53' 07" W for a distance of 879.31 feet to a calculated point of curvature hereof,
  - 23) with the arc of a curve to the left, having a radius of 940.00 feet, an arc length of 502.84 feet, a central angle of 30° 38' 57" and a chord which bears N 09° 26' 12" E for a distance of 496.86 feet to a calculated point of tangency hereof,



- 24) **N 05° 53' 17" W** for a distance of **378.29** feet to a calculated point of curvature hereof,
- 25) with the arc of a curve to the right, having a radius of **1060.00** feet, an arc length of **373.72** feet, a central angle of **20° 12' 01"** and a chord which bears **N 04° 12' 44" E** for a distance of **371.78** feet to a calculated point of non- tangency hereof,
- 26) **N 82° 44' 50" W** for a distance of **410.03** feet to a calculated angle point hereof,
- 27) **N 04° 32' 58" W** for a distance of **377.14** feet to a calculated angle point hereof,
- 28) **S 82° 45' 21" W** for a distance of **172.19** feet to a calculated angle point hereof,
- 29) **S 69° 04' 34" W** for a distance of **434.40** feet to a calculated angle point hereof,
- 30) **S 66° 05' 15" W** for a distance of **682.77** feet to a calculated angle point hereof,
- 31) **S 26° 46' 19" E** for a distance of **347.20** feet to a calculated angle point hereof,
- 32) **S 63° 13' 41" W** for a distance of **157.12** feet to a calculated point of curvature hereof,  
and
- 33) with the arc of a curve to the right, having a radius of **520.00** feet, an arc length of **51.71** feet, a central angle of **05° 41' 52"** and a chord which bears **S 66° 04' 37" W** for a distance of **51.69** feet to a calculated point of non- tangency on the west boundary line of a Remnant Portion of said 1200.19 acre tract, same being the east boundary line of Lot 1, Lakeside Subdivision Section Three, a subdivision recorded in Cabinet V, Slides 22 – 24 of the Plat Records of said County, to a calculated point of non-tangency hereof,

**THENCE** with the west boundary line of a Remnant Portion of said 1200.19 acre tract, same being the east boundary line of said Lot 1, **N 26° 03' 59" W** for a distance of **795.21** feet to a ½" iron rod found for an angle point hereof;

**THENCE N 27° 31' 10" W** for a distance of **364.09** feet to a ½" iron rod found for an angle point hereof;

**THENCE N 09° 46' 05" W** for a distance of **276.20** feet to a railroad spike found for an angle point hereof;

**THENCE** with the west boundary line of a Remnant Portion of said 1200.19 acre tract, same being the east boundary line of said 98.20 acre tract, the following seven (7) courses and distances:



- 1) **N 11° 27' 05" W** for a distance of **360.26** feet to a ½" iron rod found for an angle point hereof,
  - 2) **N 71° 51' 48" E** for a distance of **93.72** feet to a 60d nail in fence post found for an angle point hereof,
  - 3) **S 65° 47' 14" E** for a distance of **128.41** feet to a ½" iron rod found for an angle point hereof,
  - 4) **S 80° 01' 56" E** for a distance of **84.67** feet to a PK nail found for an angle point hereof,
  - 5) **N 63° 44' 01" E** for a distance of **106.68** feet to a ½" iron rod found for an angle point hereof,
  - 6) **N 44° 20' 38" E** for a distance of **8.73** feet to a ½" iron rod found for an angle point hereof, and
- 
- 7) **N 58° 59' 14" E** for a distance of **125.12** feet to a ½" iron rod found for an angle point hereof,

**THENCE** with the northerly boundary line of a Remnant Portion of said 1200.19 acre tract the following three (3) courses and distances:

- 1) **S 39° 52' 43" E** for a distance of **223.95** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 2) **N 58° 04' 46" E** for a distance of **1219.77** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature hereof, and
- 3) with the arc of a curve to the left, having a radius of **25.00** feet, an arc length of **37.02** feet, a central angle of **84° 50' 57"**, and a chord which bears **N 15° 39' 17" E** for a distance of **33.73** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency hereof on the west right-of-way line of said County Road 112,

**THENCE** with the west right-of-way line of said County Road 112 the following four (4) courses and distances:

- 1) **N 26° 46' 12" W** for a distance of **22.85** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature hereof,



- 2) with the arc of a curve to the left, having a radius of **2050.00** feet, an arc length of **672.26** feet, a central angle of **18° 47' 20"**, and a chord which bears **N 36° 09' 52" W** for a distance of **669.25** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency hereof,
- 3) **N 45° 33' 32" W** for a distance of **831.75** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature hereof, and
- 4) with the arc of a curve to the right, having a radius of **2150.00** feet, an arc length of **687.88** feet, a central angle of **18° 19' 53"**, and a chord which bears **N 36° 23' 35" W** for a distance of **684.95** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of reverse curvature hereof,

**THENCE** leaving the west right-of-way line of said County road 112 with the southerly boundary of a Remnant Portion of said 1200.19 acre tract the following two (2) courses and distances:

- 1) with the arc of a curve to the left having a radius of **25.00** feet, an arc length of **36.28** feet, a central angle of **83° 09' 08"**, and a chord which bears **N 68° 48' 13" W** for a distance of **33.18** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency hereof, and
- 2) **S 69° 37' 13" W** for a distance of **770.73** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point on the east boundary line of said 98.20 acre tract, same being the west boundary line of a Remnant Portion of said 1200.19 acre tract,

**THENCE** with the west boundary line of a Remnant Portion of said 1200.19 acre tract, same being the east boundary line of said 98.20 acre tract, **N 17° 11' 24" W** for a distance of **1251.94** feet to the **POINT OF BEGINNING** hereof and containing 600.081 acres of land.

### **SAVE AND EXCEPT**

FOR A 50.084 ACRE TRACT OF LAND SITUATED IN THE THOMAS TOBY SURVEY, ABSTRACT 625 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 35.085 ACRE TRACT TO THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM OF RECORD IN DOCUMENT NO. 2008042141 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF A CALLED 15.00 ACRE TRACT TO THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM OF RECORD IN DOCUMENT NO. 2008042140, IN



THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,  
SAID 50.084 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING  
SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND  
BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with TxDOT aluminum cap found on a point in the south right-of-way line of County Road 112 (120' right-of-way width), also being the north boundary line of said Remnant Portion, for the most northerly northeast corner and **POINT OF BEGINNING** hereof, from which a ½" iron rod with plastic cap stamped "Baker-Aicklen" found in the south right-of-way line of said County Road 112, for the most northerly northeast corner of said Remnant Portion, at the north transition point to the west right-of-way line of Farm-to-Market Road 1460 (80' right-of-way width) bears, N 85° 03' 43" E a distance of 228.96 feet;

**THENCE** departing the south right-of-way line of said County Road 112, crossing through the interior of said Remnant Portion, the following twenty-nine (29) courses and distances:

- 1) **S 49° 24' 12" E** for a distance of **77.75** feet to an iron rod with TxDOT aluminum cap found for a point of curvature hereof,
- 2) with the arc of a curve to the right, with a radius of **4950.00** feet, a central angle of **10° 10' 56"**, an arc length of **879.68** feet, and a chord that bears **S 01° 29' 42" W** a distance of **878.53** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of compound curvature hereof,
- 3) with the arc of a curve to the right, with a radius of **4950.00** feet, a central angle of **7° 05' 29"**, an arc length of **612.66** feet, and a chord that bears **S 10° 07' 55" W** a distance of **612.27** feet to an iron rod with aluminum cap stamped "TXDOT" found for a point of tangency hereof,
- 4) **S 13° 40' 43" W** for a distance of **79.01** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature, for the most easterly southeast corner hereof,
- 5) with the arc of a curve to the right, with a radius of **30.00** feet, a central angle of **89° 59' 36"**, an arc length of **47.12** feet, and a chord that bears **S 58° 40' 31" W** a distance of **42.42** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency, for the most southerly southeast corner hereof,
- 6) **N 76° 19' 41" W** for a distance of **415.29** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature hereof,



- 7) with the arc of a curve to the left, with a radius of **895.00** feet, a central angle of **23° 56' 11"**, an arc length of **373.90** feet, and a chord that bears **N 88° 17' 46" W** a distance of **371.19** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency hereof,
- 8) **S 79° 44' 09" W** for a distance of **104.44** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 9) **N 31° 09' 11" E** for a distance of **548.49** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 10) **N 02° 59' 58" E** for a distance of **76.11** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 11) **S 88° 21' 14" W** for a distance of **417.76** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 12) **S 13° 22' 43" W** for a distance of **317.68** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,

---

- 13) **S 10° 15' 51" E** for a distance of **256.98** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 14) **S 79° 44' 09" W** for a distance of **353.00** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature hereof,
- 15) with the arc of a curve to the right, with a radius of **955.00** feet, a central angle of **04° 22' 34"**, an arc length of **72.94** feet, and a chord that bears **S 81° 55' 26" W** a distance of **72.93** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency hereof,
- 16) **S 84° 06' 43" W** for a distance of **167.29** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature, for the most southerly southwest corner hereof,
- 17) with the arc of a curve to the right, with a radius of **30.00** feet, a central angle of **90° 00' 00"**, an arc length of **47.12** feet, and a chord that bears **N 50° 53' 17" W** a distance of **42.43** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency, for the most westerly southwest corner hereof,
- 18) **N 05° 53' 17" W** for a distance of **181.08** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature hereof,



- 19) with the arc of a curve to the right, with a radius of 1000.00 feet, a central angle of  $21^{\circ} 03' 08''$ , an arc length of 367.43 feet, and a chord that bears  $N 04^{\circ} 38' 17'' E$  a distance of 365.37 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found for a point of tangency hereof,
- 20)  $N 15^{\circ} 09' 51'' E$  for a distance of 115.10 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found for a point of curvature hereof,
- 21) with the arc of a curve to the left, with a radius of 1000.00 feet, a central angle of  $40^{\circ} 08' 10''$ , an arc length of 700.51 feet, and a chord that bears  $N 04^{\circ} 54' 14'' W$  a distance of 686.27 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found for a point of reverse curvature, for the most westerly northwest corner hereof,
- 22) with the arc of a curve to the right, with a radius of 30.00 feet, a central angle of  $95^{\circ} 57' 56''$ , an arc length of 50.25 feet, and a chord that bears  $N 23^{\circ} 00' 38'' E$  a distance of 44.58 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found for a point of tangency, for the most northerly northwest corner hereof,
- 
- 23)  $N 70^{\circ} 59' 36'' E$  for a distance of 223.35 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found for a point of curvature hereof, and
- 24) with the arc of a curve to the right, with a radius of 1440.00 feet, a central angle of  $14^{\circ} 04' 07''$ , an arc length of 353.58 feet, and a chord that bears  $N 78^{\circ} 01' 39'' E$  a distance of 352.69 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found on a point in the south right-of-way line of said County Road 112, also being the north boundary line of said Remnant Portion, for a point of non-tangency hereof,
- 25)  $S 05^{\circ} 13' 48'' E$  for a distance of 229.01 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 26)  $S 17^{\circ} 11' 39'' E$  for a distance of 284.70 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 27)  $N 88^{\circ} 21' 14'' E$  for a distance of 433.42 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 28)  $N 09^{\circ} 02' 54'' E$  for a distance of 159.06 feet to a  $\frac{1}{2}$ " iron rod with "Baker-Aicklen" cap found for an angle point hereof, and

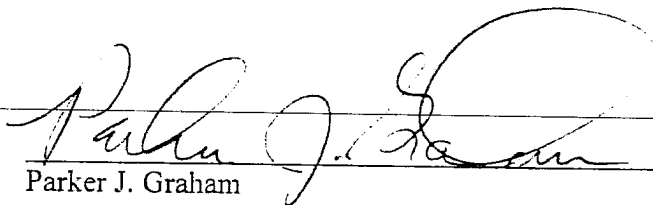


29) **N 20° 36' 21" E** for a distance of **418.68** feet to a ½" iron rod with "Baker-Aicklen" cap found on a point in the south right-of-way line of said County Road 112 for an angle point hereof.

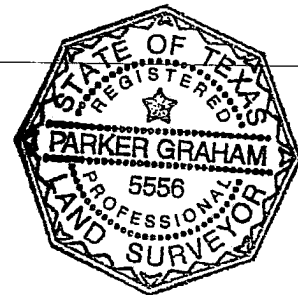
**THENCE** with the south right-of-way line of said County Road 112, being also the north boundary line of said Remnant Portion, **N 85° 03' 43" E** for a distance of **515.53** feet to the **POINT OF BEGINNING** hereof and containing 50.084 acres of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System, Central Zone NAD 83.

Surveyed under the direct supervision of the undersigned during April and June, 2008:

 07/01/2008

Parker J. Graham  
Registered Professional Land Surveyor No. 5556  
BAKER-AICKLEN & ASSOCIATES, INC.  
405 Brushy Creek Road  
Cedar Park, Texas 78613  
(512) 260-3700

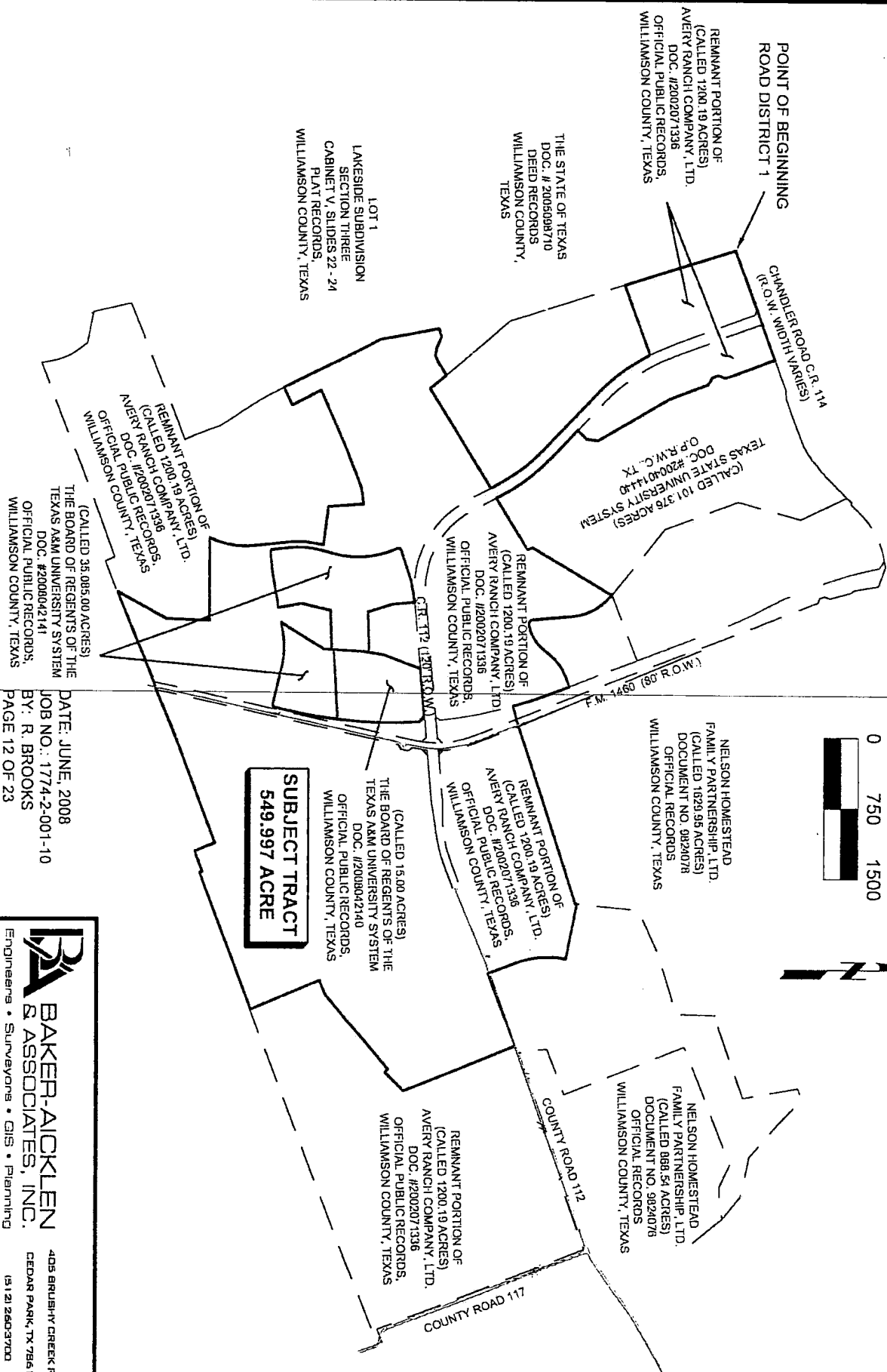
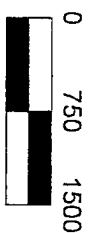


Job No.: 1774-2-001-10

Filename: W:\PROJECTS\AVERY-ROAD DISTRICTS\METES AND BOUNDS\ROAD DISTRICT-1.DOC



# SKETCH TO ACCOMPANY DESCRIPTION



DATE: JUNE, 2008  
 JOB NO.: 1774-2-001-10  
 BY: R. BROOKS  
 PAGE 12 OF 23

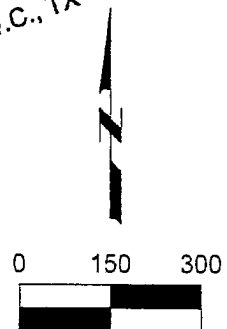
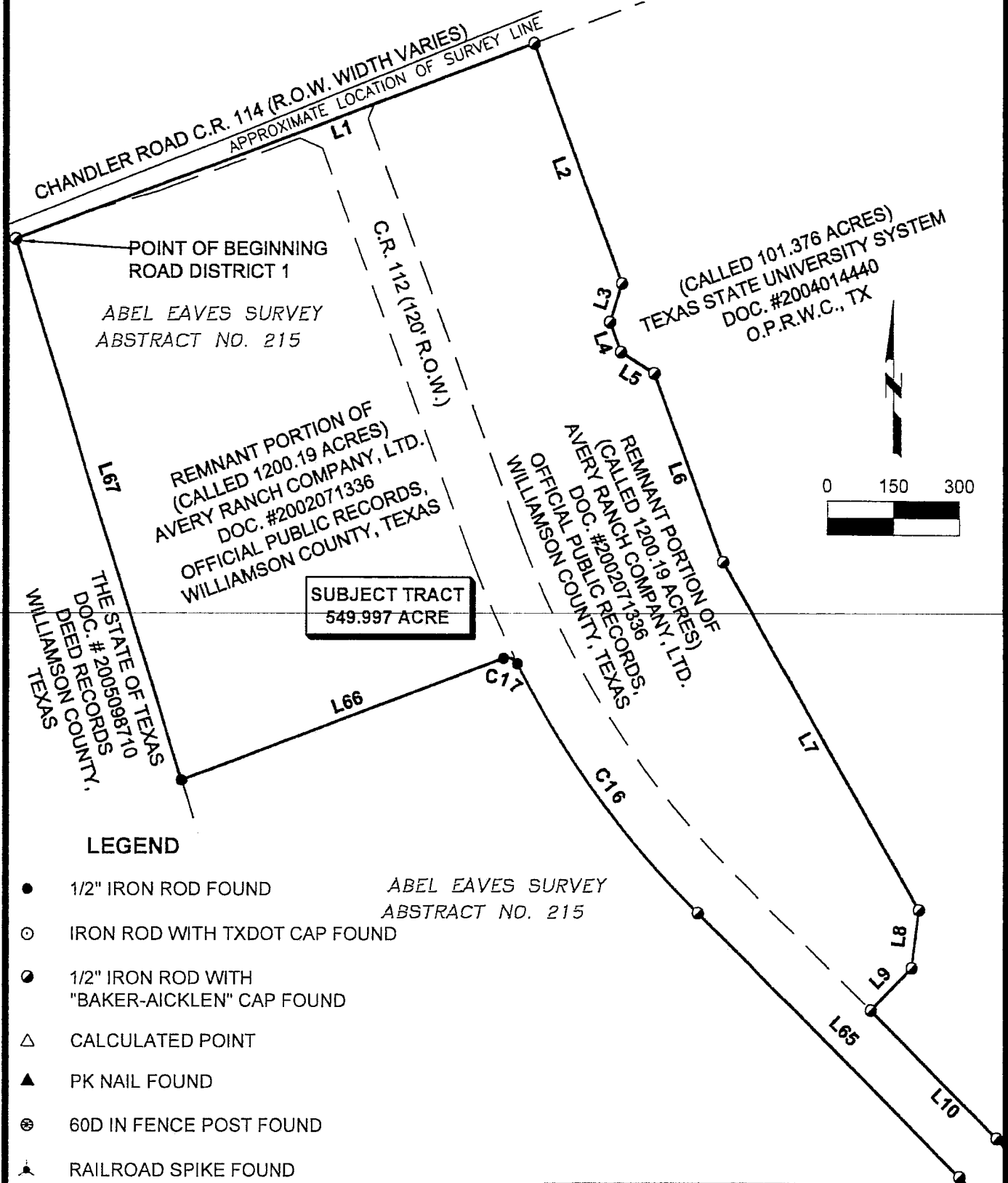
**BAKER-AICKLEN & ASSOCIATES, INC.**

Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
 CEDAR PARK, TX 78613  
 (512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION



## LEGEND

- 1/2" IRON ROD FOUND
  - ⊙ IRON ROD WITH TXDOT CAP FOUND
  - 1/2" IRON ROD WITH "BAKER-AICKLEN" CAP FOUND
  - △ CALCULATED POINT
  - ▲ PK NAIL FOUND
  - ⊕ 60D IN FENCE POST FOUND
  - ⚡ RAILROAD SPIKE FOUND
- ABEL EAVES SURVEY  
ABSTRACT NO. 215

DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 13 OF 23

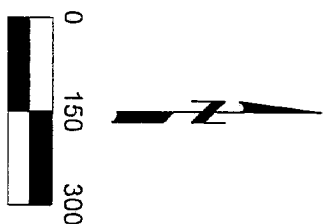


BAKER-AICKLEN  
& ASSOCIATES, INC.  
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION



(CALLED 101.378 ACRES)  
SYSTEM  
(CALLED UNIVERSITY  
STATE UNIVERSITY  
DOC. #2004014440  
TEXAS  
O.P.R.N.C., TX

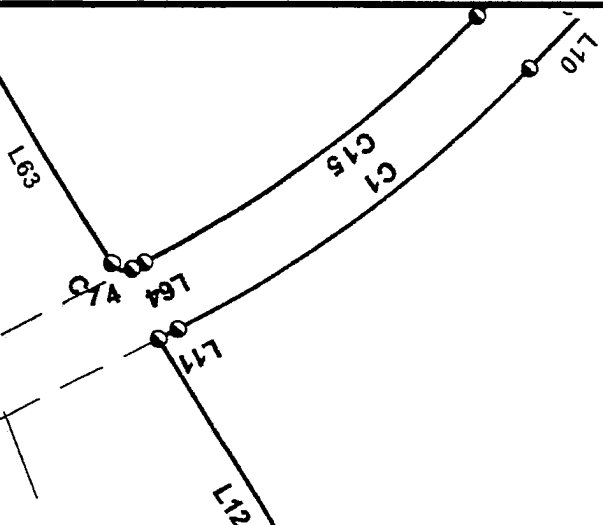
REMNANT PORTION OF  
1200.18 ACRES)  
COMPANY, L.P.D.  
(CALLED 1200.18 ACRES)  
RANCH CO. RECORDS,  
DOC. #2002071336  
AVERY, TEXAS  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

ABEL EAVES SURVEY  
ABSTRACT NO. 215

SUBJECT TRACT  
549.997 ACRE

THOMAS TOBY SURVEY  
ABSTRACT NO. 625

NELSON HOMESTEAD  
FAMILY PARTNERSHIP, LTD.  
(CALLED 1629.95 ACRES)  
DOCUMENT NO. 9824078  
WILLIAMSON COUNTY, TEXAS  
OFFICIAL RECORDS



DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 14 OF 23

**BAKER-AICKLEN**  
S. ASSOCIATES, INC.  
Engineers • Surveyors • GIS • Planning  
405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



## SKETCH TO ACCOMPANY DESCRIPTION

NELSON HOMESTEAD,  
NELSON PARTNERSHIP, LTD.  
FAMILY PARTNERSHIP  
(CALLED 1629.95 ACRES)  
DOCUMENT NO. 9824078  
OFFICIAL RECORDS,  
WILLIAMSON COUNTY, TEXAS







**SUBJECT TRACT  
549.997 ACRE**

THOMAS GLASSCOCK SURVEY  
ABSTRACT NO. 255

REMNANT PORTION OF  
1200.18 ACRES)  
REMANT RANCH COMPANY, LTD.  
(CALLED 1200.18 ACRES)  
AVERY RANCH COMPANY, LTD.  
DOC #2002071336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

THOMAS TOBY SURVEY  
ABSTRACT NO. 625

APPROXIMATE LOCATION OF SURVEY LINE  
WILLIS DONAHOE SURVEY,  
ABSTRACT NO. 173

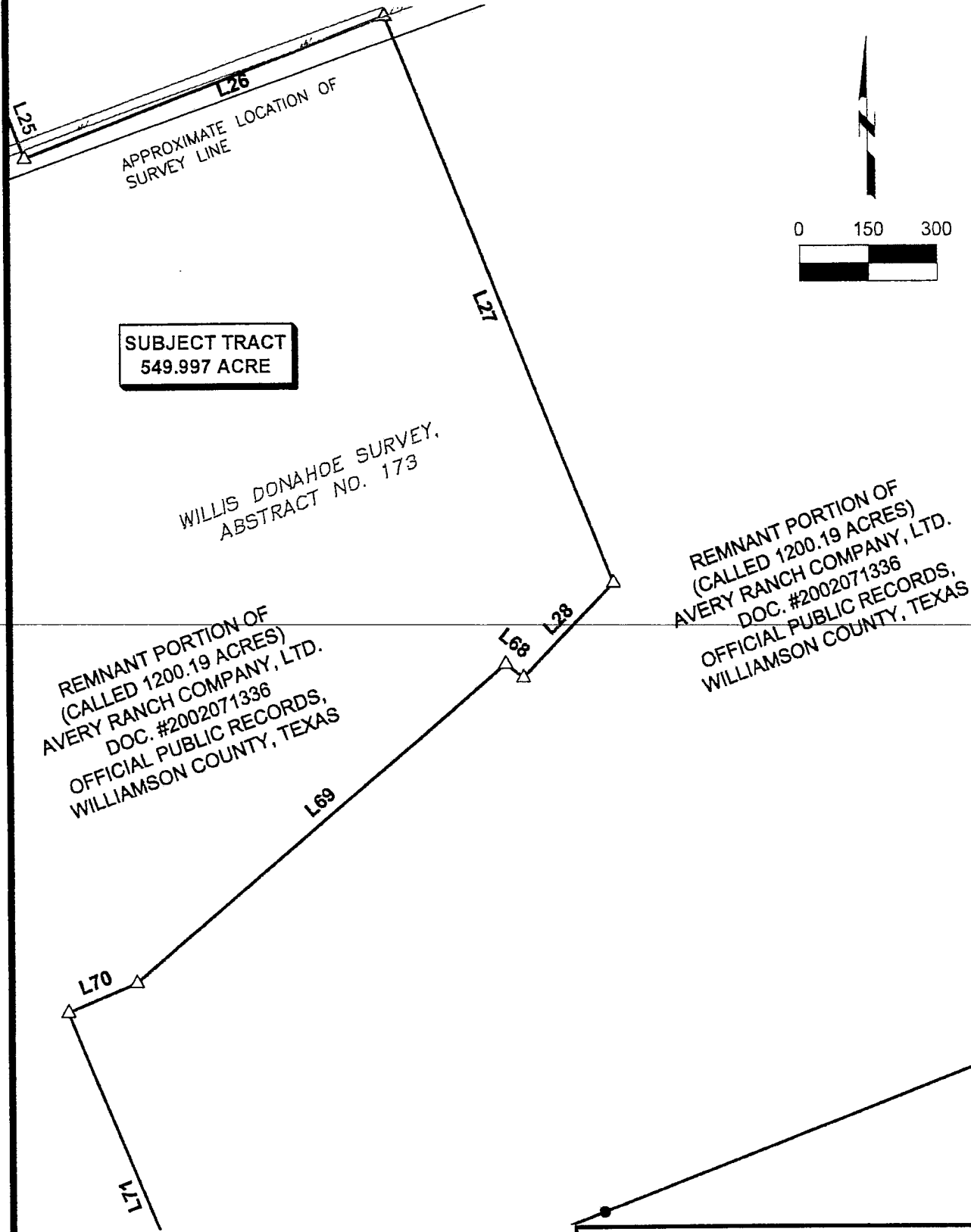
0	150	300
		
		

DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 15 OF 23

**BAKER-AICKLEN  
& ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning  
405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION



REMNANT PORTION OF  
(CALLED 1200.19 ACRES)  
AVERY RANCH COMPANY, LTD.  
DOC. #2002071336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

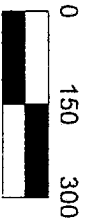
REMNANT PORTION OF  
(CALLED 1200.19 ACRES)  
AVERY RANCH COMPANY, LTD.  
DOC. #2002071336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 16 OF 23

**BAKER-AICKLEN & ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning  
405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION



REMNANT PORTION OF  
 CALLED 1200.19 ACRES)  
 COMPANY, L.L.D.  
 (CALLED 1200.19 ACRES)  
 RANCH COMPANY, L.L.D.  
 DOC. #20020713386  
 AVERY PUBLIC RECORDS,  
 OFFICIAL PUBLIC RECORDS,  
 WILLIAMSON COUNTY, TEXAS

WILLIS DONAHOE SURVEY,  
 ABSTRACT NO. 173

APPROXIMATE LOCATION OF SURVEY LINE  
 THOMAS TOBY SURVEY  
 ABSTRACT NO. 625

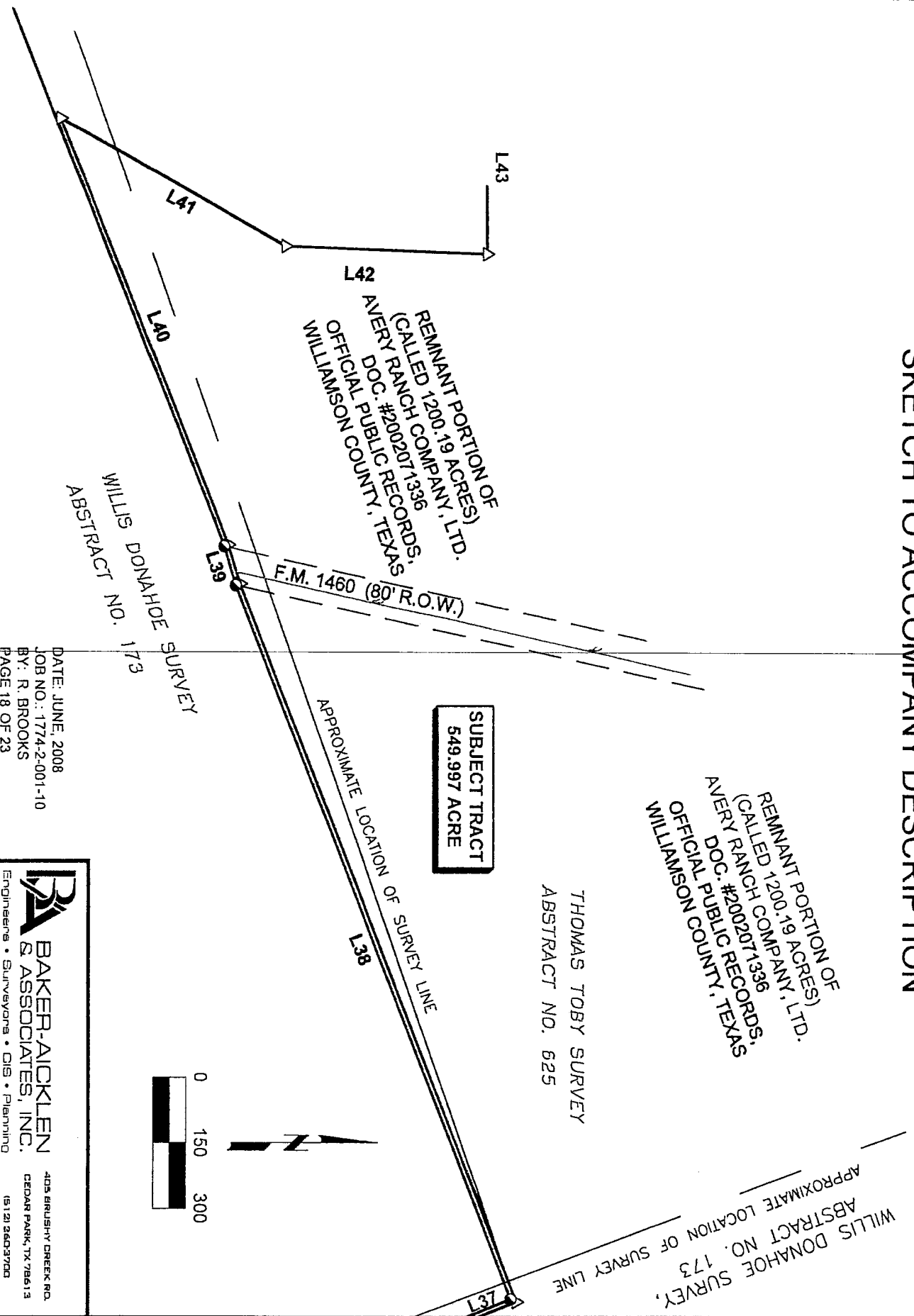
SUBJECT TRACT  
 549.997 ACRE

DATE: JUNE, 2008  
 JOB NO.: 1774-2-001-10  
 BY: R. BROOKS  
 PAGE 17 OF 23

**BAKER-AICKLEN**  
 & ASSOCIATES, INC.  
 Engineers • Surveyors • GIS • Planning  
 405 BRUSHY CREEK RD.  
 CEDAR PARK, TX 78613  
 (512) 260-3700

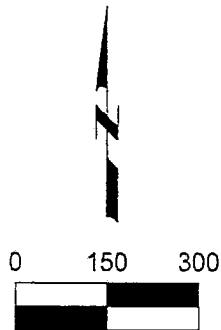


# SKETCH TO ACCOMPANY DESCRIPTION

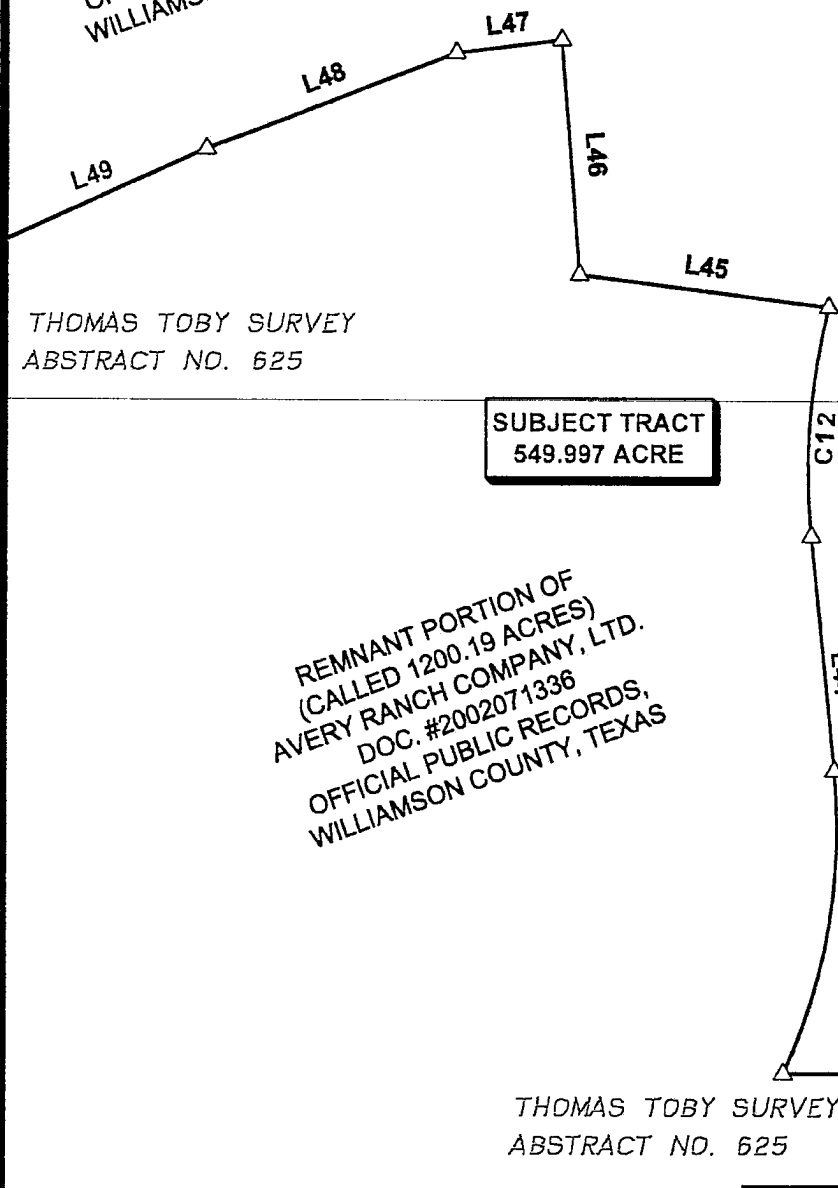




# SKETCH TO ACCOMPANY DESCRIPTION



REMNANT PORTION OF  
(CALLED 1200.19 ACRES)  
AVERY RANCH COMPANY, LTD.  
DOC. #2002071336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS



DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 19 OF 23



**BAKER-AICKLEN  
& ASSOCIATES, INC.**

Engineers • Surveyors • GIS • Planning

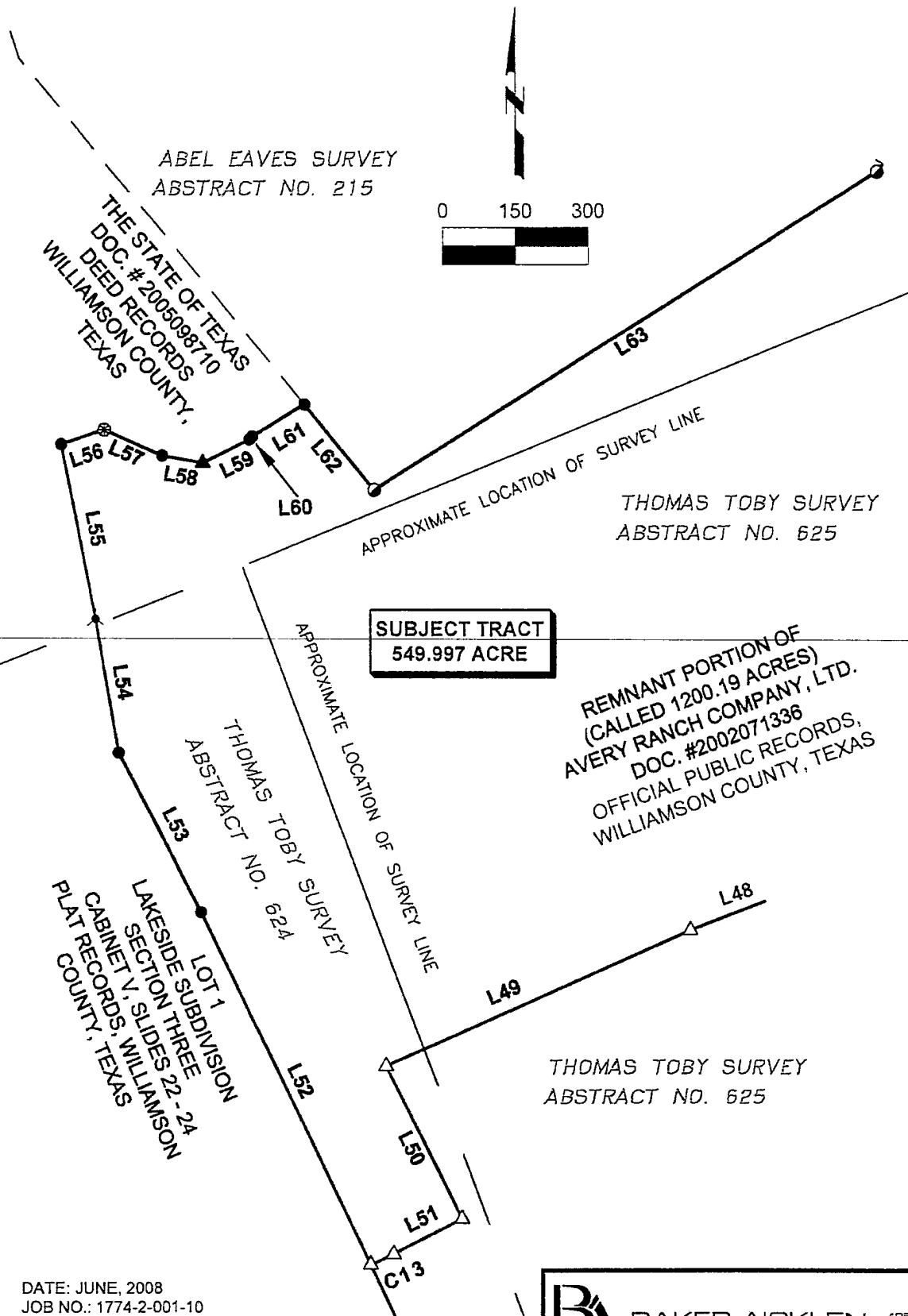
405 BRUSHY CREEK RD.

CEDAR PARK, TX 78613

(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION



DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 20 OF 23

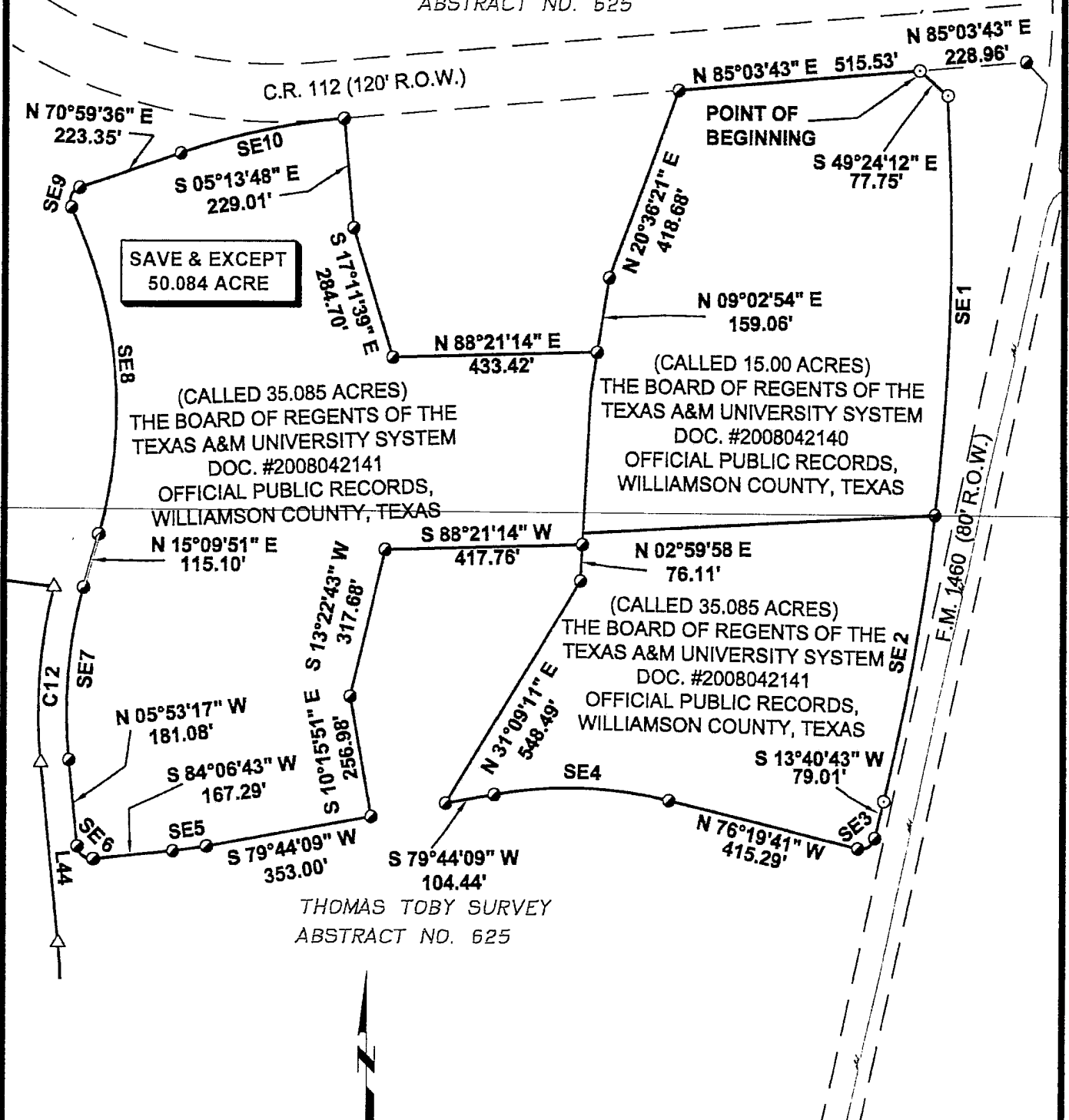
**BAKER-AICKLEN  
& ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



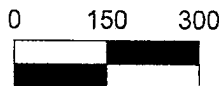
# SKETCH TO ACCOMPANY DESCRIPTION SAVE AND EXCEPT 50.084 ACRE TRACT

THOMAS TOBY SURVEY  
ABSTRACT NO. 625



THOMAS TOBY SURVEY  
ABSTRACT NO. 625

DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 21 OF 23



**BAKER-AICKLEN & ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION

NUMBER	BEARING	DISTANCE
L1	N 69°37'13" E	1238.56'
L2	S 20°22'47" E	564.54'
L3	S 17°38'39" W	89.29'
L4	S 20°22'47" E	70.25'
L5	S 58°24'13" E	89.29'
L6	S 20°22'47" E	444.54'
L7	S 30°01'22" E	888.97'
L8	S 07°12'33" W	131.28'
L9	S 44°26'28" W	132.56'
L10	S 45°33'32" E	401.00'
L11	S 26°46'12" E	34.88'
L12	N 58°04'46" E	644.52'
L13	N 21°08'47" W	58.77'
L14	N 29°59'07" E	999.48'
L15	N 68°51'04" E	954.66'
L16	S 21°09'23" E	1457.82'
L21	N 71°14'10" E	811.35'
L22	N 71°54'04" E	1170.00'
L23	N 05°53'55" E	16.98'
L24	S 78°28'00" E	600.08'
L25	S 20°55'19" E	317.13'
L26	N 69°04'41" E	833.03'
L27	S 21°57'27" E	1299.81'
L28	S 44°44'33" W	279.50'
L32	S 68°53'47" W	331.47'
L33	S 68°50'49" W	630.00'
L34	S 68°51'52" W	600.15'
L35	N 21°41'12" W	29.80'
L36	S 68°51'29" W	235.47'
L37	N 21°44'50" W	239.47'
L38	S 68°40'10" W	1750.88'
L39	S 72°52'01" W	92.02'
L40	S 68°23'29" W	1038.49'

NUMBER	BEARING	DISTANCE
L41	N 29°16'35" E	590.44'
L42	N 02°14'16" E	462.83'
L43	N 89°53'07" W	879.31'
L44	N 05°53'17" W	378.29'
L45	N 82°44'50" W	410.03'
L46	N 04°32'58" W	377.14'
L47	S 82°45'21" W	172.19'
L48	S 69°04'34" W	434.40'
L49	S 66°05'15" W	682.77'
L50	S 26°46'19" E	347.20'
L51	S 63°13'41" W	157.12'
L52	N 26°03'59" W	795.21'
L53	N 27°31'10" W	364.09'
L54	N 09°46'05" W	276.20'
L55	N 11°27'05" W	360.26'
L56	N 71°51'48" E	93.72'
L57	S 65°47'14" E	128.41'
L58	S 80°01'56" E	84.67'
L59	N 63°44'01" E	106.68'
L60	N 44°20'38" E	8.73'
L61	N 58°59'14" E	125.12'
L62	S 39°52'43" E	223.95'
L63	N 58°04'46" E	1219.77'
L64	N 26°46'12" W	22.85'
L65	N 45°33'32" W	831.75'
L66	S 69°37'13" W	770.73'
L67	N 17°11'24" W	1251.94'
L68	N 52°55'49" W	48.70'
L69	S 49°44'22" W	1044.57'
L70	S 67°31'03" W	160.63'
L71	S 22°42'29" E	809.15'

DATE: JUNE, 2008  
 JOB NO.: 1774-2-001-10  
 BY: R. BROOKS  
 PAGE 22 OF 23

 **BAKER-AICKLEN  
& ASSOCIATES, INC.**  
 Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
 CEDAR PARK, TX 78613  
 (512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION

NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	2170.00'	711.61'	18°47'20"	S 36°09'52" E	708.42'
C2	1000.00'	556.10'	31°51'44"	S 04°59'27" E	548.96'
C11	940.00'	502.84'	30°38'57"	N 09°26'12" E	496.86'
C12	1060.00'	373.72'	20°12'01"	N 04°12'44" E	371.78'
C13	520.00'	51.71'	05°41'52"	S 66°04'37" W	51.69'
C14	25.00'	37.02'	84°50'57"	N 15°39'17" E	33.73'
C15	2050.37'	672.25'	18°47'08"	N 36°09'52" W	669.25'
C16	2150.00'	687.88'	18°19'53"	N 36°23'35" W	684.95'
C17	25.00'	36.28'	83°09'08"	N 68°48'13" W	33.18'

NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
SE1	4950.00'	879.68'	10°10'56"	S 01°29'42" W	878.53'
SE2	4950.00'	612.66'	07°05'29"	S 10°07'55" W	612.27'
SE3	30.00'	47.12'	89°59'36"	S 58°40'31" W	42.42'
SE4	895.00'	373.90'	23°56'11"	N 88°17'46" W	371.19'
SE5	955.00'	72.94'	04°22'34"	S 81°55'26" W	72.93'
SE6	30.00'	47.12'	90°00'00"	N 50°53'17" W	42.43'
SE7	1000.00'	367.43'	21°03'08"	N 04°38'17" E	365.37'
SE8	1000.00'	700.51'	40°08'10"	N 04°54'14" W	686.27'
SE9	30.00'	50.25'	95°57'56"	N 23°00'38" E	44.58'
SE10	1440.00'	353.58'	14°04'07"	N 78°01'39" E	352.69'

DATE: JUNE, 2008  
 JOB NO.: 1774-2-001-10  
 BY: R. BROOKS  
 PAGE 23 OF 23



**BAKER-AICKLEN  
 & ASSOCIATES, INC.**  
 Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
 CEDAR PARK, TX 78613  
 (512) 260-3700



## **EXHIBIT "B"**



**PETITION FOR BOND ELECTION IN  
AVERY CENTRE ROAD DISTRICT NO. 1**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §**

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,  
TEXAS:**

**THE UNDERSIGNED**, the duly authorized representatives of Avery Ranch Company, Ltd., and CHARLES N. AVERY, III, JOHN S. AVERY, A. NELSON AVERY, and LUCILLE CHRISTINA AVERY FELL, TRUSTEES of the Children of LUCILLE SHARP AVERY EXEMPT TRUSTS, as tenants in common, the sole landowners within the proposed Avery Centre Road District No. 1 (the "District"), respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition:

"Shall the bonds of the Avery Centre Road District No. 1 be issued in an amount not to exceed \$70,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?"

**WE FURTHER REPRESENT** that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by the sole landowner and a majority of the registered voters within the District.



DATED this the 29<sup>th</sup> day of July, 2008

**AVERY RANCH COMPANY, LTD., a Texas limited partnership**

**By: CJAC, Inc., a Texas corporation, its general partner**

**By:** John S. Avery  
**John S. Avery, President**

John S. Avery, Trustee  
**John S. Avery, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

Charles N. Avery, III, Trustee  
**Charles N. Avery, III, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

A. Nelson Avery, trustee  
**A. Nelson Avery, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

Lucille Christina Avery Fell, Trustee  
**Lucille Christina Avery Fell, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**



State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this 11th day of July, 2008, by John S. Avery, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Avery Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

State of Texas



Kathy Green  
Notary Public – State of Texas

County of Williamson       §  
   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **Charles N. Avery, III**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

\_\_\_\_\_  
Notary Public – State of Texas

State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this 11th day of July, 2008, by **John S. Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

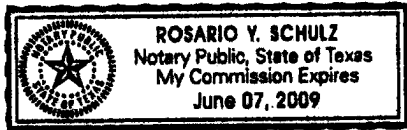


Kathy Green  
Notary Public – State of Texas



State of Texas §  
County of Galveston §

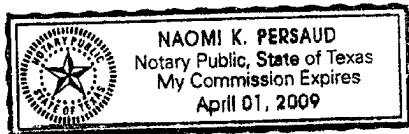
This instrument was acknowledged before me on this 1 day of July, 2008, by **A. Nelson Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



Rosario Y. Schulz  
Notary Public - State of Texas

State of Texas §  
County of Williamson §

This instrument was acknowledged before me on this 3<sup>rd</sup> day of July, 2008, by **Lucille Christina Avery Fell**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



Naomi K. Persaud  
Notary Public - State of Texas

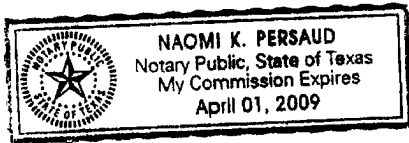


**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this 3rd. day of July, 2008, by **Charles N. Avery, III**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



*Naomi K. Persaud*  
Notary Public, State of Texas

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **John S. Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

\_\_\_\_\_  
Notary Public, State of Texas



**PETITION FOR BOND ELECTION IN  
AVERY CENTRE ROAD DISTRICT NO. 1**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON    §**

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,  
TEXAS:**

**THE UNDERSIGNED**, the majority of registered voters within the proposed Avery Centre Road District No. 1 (the "District"), respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition:

“Shall the bonds of the Avery Centre Road District No. 1 be issued in an amount not to exceed \$70,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?”

**WE FURTHER REPRESENT** that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by a majority of the registered voters within the District.



**DATED** this the \_\_\_\_ day of July, 2008.

\_\_\_\_\_  
Jimmy L. Sikes, Registered Voter of the District

**STATE OF TEXAS**           §

**COUNTY OF** \_\_\_\_\_ §

          This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



\_\_\_\_\_  
Helen D. Sikes, Registered Voter of the District

**STATE OF TEXAS**           §

**COUNTY OF** \_\_\_\_\_ §

        This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING ON THE 29TH DAY OF JULY, 2008, at the County Courthouse (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

and all of the persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be passed; and, after due discussion, said motion carrying with it the passage of the Order, prevailed and carried by the following vote:

NOES:

AVERYCENTREROADDISTRICT1 2008: OrderEstabCreationCert



each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Order; that the County Judge and the County Clerk of the County have duly signed the Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Order for all purposes.



**SIGNED AND SEALED** the 29<sup>th</sup> day of July, 2008.

---

County Clerk

---

County Judge

[COUNTY SEAL]



## Avery Centre Road District Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Peggy Vasquez, County Judge  
Submitted For: Peggy Vasquez  
Department: County Judge  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Consideration and action with respect to "Order Creating and Establishing Avery Centre Road District No. 2 and Ordering Other Matters Incident and Related to the Creation and Establishment of Such Road District.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Order](#)

Link: [Certificate](#)

---

### Form Routing/Status

Form Started By: Peggy Vasquez  
Started On: 07/24/2008 02:45 PM  
Final Approval Date: 07/24/2008

---



**STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §



forth in the Petition attached hereto as Exhibit "B" and the boundaries of the District shall be and are hereby defined and established to be as set forth and described in Exhibit "A".

**Section 2.** The District shall be and is hereby declared to be a body corporate having such authority and powers conferred by the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and Subchapter B of Chapter 257 of the Transportation Code, as amended, as now or hereinafter amended. Notice of the District shall be provided as set forth in Chapter 257 of the Transportation Code.



**PASSED AND ADOPTED**, this the 29th day of July, 2008.

(SEAL)

---

County Judge  
Williamson County, Texas

ATTEST:

---

County Clerk  
Williamson County, Texas



## **EXHIBIT "A"**



## DESCRIPTION

FOR A 355.342 ACRE TRACT OF LAND SITUATED IN THE THOMAS TOBY SURVEY, ABSTRACT 624, THOMAS TOBY SURVEY, ABSTRACT 625, WILLIS DONAHOE SURVEY, ABSTRACT 173, THOMAS GLASSCOCK SURVEY, ABSTRACT 255, AND GEORGE GLASSCOCK SURVEY, ABSTRACT NO. 267 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD 112 (RIGHT-OF-WAY WIDTH VARIES), A PORTION OF FARM TO MARKET ROAD 1460, (80' RIGHT-OF-WAY) AND A PORTION OF A REMNANT PORTION OF A CALLED 1200.19 ACRE TRACT IN DEED TO AVERY RANCH COMPANY, LTD, OF RECORD IN DOCUMENT NUMBER 2002071336, O.P.R.W.C. TX., SAID 355.342 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

---

**BEGINNING** at a fence post found for the southwest corner of a Remnant Portion of said 1200.19 acre tract, same being the southeast corner of a called 43.524 acre tract of land as described in that deed to the City of Round Rock and recorded in Document No. 9730900 of the Official Records of said County, for the southwest corner and **POINT OF BEGINNING** hereof,

**THENCE** with the west line of a Remnant Portion of said 1200.19 acre tract, same being the east line of said 43.524 acre tract, the following six (6) courses and distances:

- 1) **N 10° 39' 34" W** for a distance of **174.08** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 2) **N 18° 26' 59" W** for a distance of **108.08** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 3) **N 30° 26' 56" W** for a distance of **86.47** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
- 4) **N 36° 12' 01" W** for a distance of **170.18** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,



- 5) **N 78° 26' 31" W** for a distance of **340.75** feet to a fence post found for an angle point hereof, and
- 6) **N 12° 44' 54" W** for a distance of **423.52** feet to a ½" iron rod found for an angle point hereof;

**THENCE** with the north line of a Remnant Portion of said 1200.19 acre tract, **N 68° 55' 30" E** for a distance of **1558.72** feet to a ½" iron rod found for an angle point of a Remnant Portion of said 1200.19 acre tract, same being the southeast corner of Lot 1, Lakeside Subdivision Section Three, a subdivision recorded in Cabinet V, Slides 22 – 24 of the Plat Records of said County, for an angle point hereof;

**THENCE** with the west line of a Remnant Portion of said 1200.19 acre tract, same being with the east line of said Lot 1, the following five (5) courses and distances:

- 
- 1) ~~**N 22° 21' 13" W**~~ for a distance of ~~**146.26**~~ feet to a ½" iron rod found for an angle point hereof,
  - 2) **N 19° 58' 40" W** for a distance of **274.69** feet to a ½" iron rod found for an angle point hereof,
  - 3) **N 32° 19' 26" W** for a distance of **417.14** feet to a railroad spike found for an angle point hereof,
  - 4) **N 30° 39' 24" W** for a distance of **200.21** feet to a railroad spike found for an angle point hereof, and
  - 5) **N 26° 03' 59" W** for a distance of **196.83** feet to a calculated point of curvature hereof;

**THENCE** through the interior of a Remnant Portion of said 1200.19 acre tract, the following thirty-three (33) courses and distances:



- 1) with the arc of a curve to the left, having a radius of **520.00** feet, an arc length of **51.71** feet, a central angle of **05° 41' 52"** and a chord which bears **N 66° 04' 37" E** for a distance of **51.69** feet to a calculated point of tangency hereof,
  - 2) **N 63° 13' 41" E** for a distance of **157.12** feet to a calculated angle point hereof,
  - 3) **N 26° 46' 19" W** for a distance of **347.20** feet to a calculated angle point hereof,
  - 4) **N 66° 05' 15" E** for a distance of **682.77** feet to a calculated angle point hereof,
  - 5) **N 69° 04' 34" E** for a distance of **434.40** feet to a calculated angle point hereof,
  - 6) **N 82° 45' 21" E** for a distance of **172.19** feet to a calculated angle point hereof,
  - 7) **S 04° 32' 58" E** for a distance of **377.14** feet to a calculated angle point hereof,
  - 8) **S 82° 44' 50" E** for a distance of **410.03** feet to a calculated point of curvature hereof.
- 
- 9) with the arc of a curve to the left, having a radius of **1060.00** feet, an arc length of **373.72** feet, a central angle of **20° 12' 01"** and a chord which bears **S 04° 12' 44" W** for a distance of **371.78** feet to a calculated point of tangency hereof,
  - 10) **S 05° 53' 17" E** for a distance of **378.29** feet to a calculated point of curvature hereof,
  - 11) with the arc of a curve to the right, having a radius of **940.00** feet, an arc length of **502.84** feet, a central angle of **30° 38' 57"** and a chord which bears **S 09° 26' 12" W** for a distance of **496.86** feet to a calculated point of non-tangency hereof,
  - 12) **S 89° 53' 07" E** for a distance of **879.31** feet to a calculated angle point hereof,
  - 13) **S 02° 14' 16" W** for a distance of **462.83** feet to a calculated angle point hereof,
  - 14) **S 29° 16' 35" W** for a distance of **590.44** feet to a calculated angle point hereof,
  - 15) **N 68° 23' 29" E** for a distance of **1038.49** feet to a calculated angle point hereof,
  - 16) **N 72° 52' 01" E** for a distance of **92.02** feet to a calculated angle point hereof,
  - 17) **N 68° 40' 10" E** for a distance of **1750.88** feet to a calculated angle point hereof,



- 18) S 21° 44' 50" E for a distance of 239.47 feet to a calculated angle point hereof,
  - 19) N 68° 51' 29" E for a distance of 235.47 feet to a calculated angle point hereof,
  - 20) S 21° 41' 12" E for a distance of 29.80 feet to a calculated angle point hereof,
  - 21) N 68° 51' 52" E for a distance of 600.15 feet to a calculated angle point hereof,
  - 22) N 68° 50' 49" E for a distance of 630.00 feet to a calculated angle point hereof,
  - 23) N 68° 53' 47" E for a distance of 331.47 feet to a calculated angle point hereof,
  - 24) N 22° 42' 29" W for a distance of 809.15 feet to a calculated angle point hereof,
  - 25) N 67° 31' 03" E for a distance of 160.63 feet to a calculated angle point hereof,
  - 26) N 49° 44' 22" E for a distance of 1044.57 feet to a calculated angle point hereof,
- 
- 27) S 52° 55' 49" E for a distance of 48.70 feet to a calculated angle point hereof,
  - 28) N 44° 44' 33" E for a distance of 279.50 feet to a calculated angle point hereof,
  - 29) N 21° 57' 27" W for a distance of 1299.81 feet to a calculated angle point hereof,
  - 30) S 69° 04' 41" W for a distance of 833.03 feet to a calculated angle point hereof,
  - 31) N 20° 55' 19" W for a distance of 317.13 feet to a calculated point of curvature hereof,
  - 32) with the arc of a curve to the right, having a radius of 1000.00 feet, an arc length of 556.10 feet, a central angle of 31° 51' 44" and a chord which bears N 04° 59' 27" W for a distance of 548.96 feet to a calculated point of non-tangency hereof. and
  - 33) N 78° 28' 00" W for a distance of 600.08 feet to a calculated angle point on the north boundary line of a Remnant Portion of said 1200.19 acre tract, same being the south boundary line of a called 1629.95 acre tract described in deed to Nelson Homestead Family Partnership, Ltd., of record in Document No. 9824078 of the Official Public Records of said County, for an angle point hereof;



**THENCE** with the north boundary line of a Remnant Portion of said 1200.19 acre tract, same being the south boundary line of said 1629.95 acre tract following four (4) courses and distances:

- 1) **N 05° 53' 55" E** for a distance of **671.97** feet to a ½" iron rod found for an angle point hereof;
- 2) **N 64°53'24" E** for a distance of **463.84** feet to a fence post found for an angle point hereof,
- 3) **N 72°11'45" E** for a distance of **721.67** feet to a fence post found for an angle point hereof, and
- 4) **N 76°33'02" E** for a distance of **367.77** feet to a fence post found for the northwest corner of a called 868.54 acre tract of land described in deed to Nelson Homestead Family Partnership, Ltd., of record in Document No. 9824076 of the Official Records of said County, for the northeast corner hereof;

---

**THENCE** with the northerly and westerly boundary line of said 868.54 acre tract, same being the easterly boundary line of a Remnant Portion of said 1200.19 acre tract the following three (3) courses and distances:

- 1) **S 21°33'28" E** for a distance of **1403.90** feet to a fence post found for an angle point hereof,
- 2) **S 69°08'32" W** for a distance of **527.14** feet to a fence post found for an angle point hereof, and
- 3) **S 08°04'56" E** for a distance of **308.60** feet to a cotton gin spindle with "Baker-Aicklen" washer found on a point in the centerline of County Road 112, (right-of-way width varies) for an angle point hereof;

**THENCE** with the centerline of said County Road 112, same being the southerly boundary line of said 868.54 acre tract, **N 70°06'20" E** for a distance of **1419.94** feet to a cotton gin spindle with "Baker-Aicklen" washer found for an angle point hereof;



**THENCE** crossing said County Road 112, **S 21°41'55" E** for a distance of **42.51** feet to a ½" iron rod with "Baker-Aicklen" cap found on a point in the south right-of-way line of said County Road 112, for an angle point hereof;

**THENCE** with the south right-of-way line of said County Road 112, as fenced on the ground, **N 69°54'57" E** for a distance of **789.16** feet to a fence post at the intersection of the south right-of-way line of said County Road 112, and the west right-of-way line of County Road 117, (right-of-way width varies) for an angle point hereof;

**THENCE** with the west right-of-way line of said County Road 117, as fenced on the ground, **S 21°06'17" E** for a distance of **2389.51** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof;

**THENCE** crossing said County Road 117, the following three (3) courses and distances:

- 1) **N 68°09'05" E** for a distance of **150.03** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof.

---

- 2) **S 23°01'55" E** for a distance of **56.67** feet to a cotton gin spindle with "Baker-Aicklen" washer found for the southeast corner hereof, and
- 3) **S 69°19'05" W** for a distance of **8.61** feet to a ½" iron rod found on a point in the west right-of-way line of said County Road 117, for an angle point hereof;

**THENCE** with the south boundary line of a Remnant Portion of said 1200.19 acre tract the following twelve (12) courses and distances:

- 1) **S 68°15'17" W** for a distance of **737.14** feet to a ½" iron rod found for an angle point hereof,
- 2) **S 68°25'01" W** for a distance of **184.97** feet to a ½" iron rod found for an angle point hereof,
- 3) **S 68°12'15" W** for a distance of **209.84** feet to a ½" iron rod found for an angle point hereof,



- 4) **S 68°21'40" W** for a distance of **531.50** feet to a ½" iron rod found for an angle point hereof,
  - 5) **S 68°55'37" W** for a distance of **1260.21** feet to a ½" iron rod found for an angle point hereof,
  - 6) **S 68°53'46" W** for a distance of **1228.56** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
  - 7) **S 68°50'49" W** for a distance of **630.00** feet to a ½" iron rod found for an angle point hereof,
  - 8) **S 68°51'53" W** for a distance of **610.06** feet to a ½" iron rod found for an angle point hereof,
  - 9) **N 21°41'12" W** for a distance of **29.80** feet to a ⅝" iron rod found for an angle point hereof.
- 
- 10) **S 68°51'29" W** for a distance of **235.46** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof,
  - 11) **N 21°44'50" W** for a distance of **239.44** feet to a ½" iron rod with "Baker-Aicklen" cap found for an angle point hereof, and
  - 12) **S 68°40'10" W** for a distance of **1741.32** feet to a ½" iron rod with "Baker-Aicklen" cap found for a point on the east right-of-way line of said Farm to Market 1460, same being the southwest corner of a Remnant Portion of said 1200.19 acre tract;

**THENCE** leaving the east right-of-way line of said F. M. 1460, **S 72° 52' 01" W** for a distance of **92.00** feet to a ½" iron rod with "Baker-Aicklen" cap found on the west right-of-way line of said F. M. 1460, same being the southeast corner of a Remnant Portion of said 1200.19 acre tract, for an angle point hereof;

**THENCE** with the south boundary line of a Remnant Portion of said 1200.19 acre tract the following five (5) courses and distances:



- 1) **S 68° 23' 29" W** for a distance of **1387.54** feet to a 6"x6" concrete monument found for an angle point hereof,
- 2) **N 23° 08' 00" W** for a distance of **111.05** feet to a 6"x6" concrete monument found for an angle point hereof,
- 3) **S 69° 26' 04" W** for a distance of **219.14** feet to a ½" iron rod found for an angle point hereof,
- 4) **S 69° 19' 30" W** for a distance of **213.10** feet to a 6"x6" concrete monument found for an angle point hereof, and
- 5) **S 68° 43' 16" W** for a distance of **1778.25** feet to the **POINT OF BEGINNING** hereof and containing 355.342 acres of land.

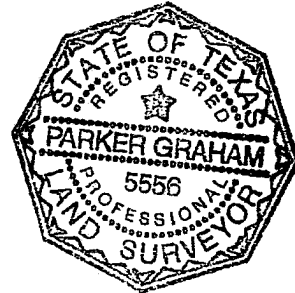
Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System, Central Zone NAD 83.

---

Surveyed under the direct supervision of the undersigned during June, 2008:

*Parker J. Graham 07/01/2008*

Parker J. Graham  
Registered Professional Land Surveyor No. 5556  
BAKER-AICKLEN & ASSOCIATES, INC.  
405 Brushy Creek Road  
Cedar Park, Texas 78613  
(512) 260-3700

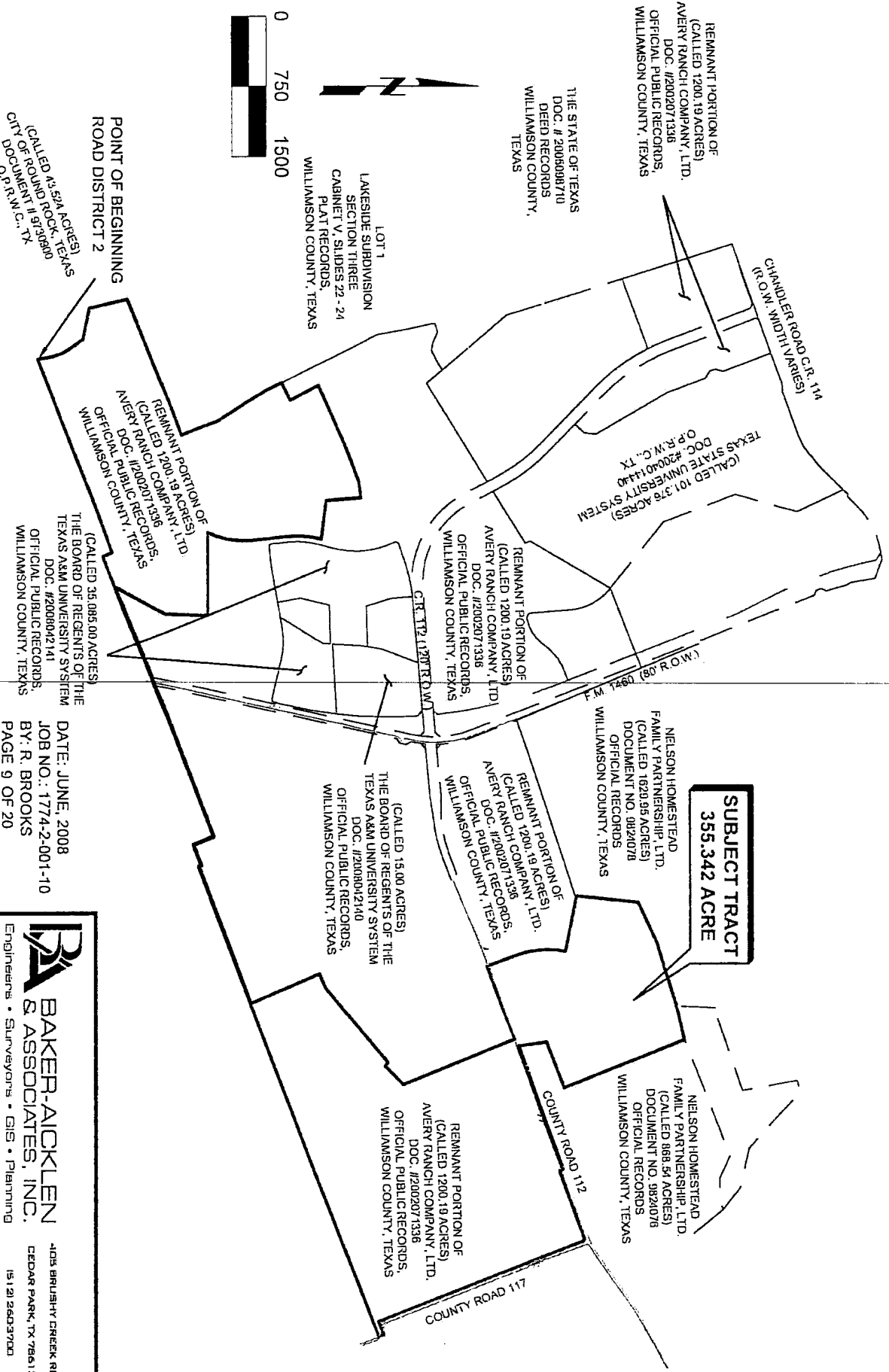


Job No.: 1774-2-001-10

Filename: W:\PROJECTS\AVERY-ROAD DISTRICTS\METES AND BOUNDS\ROAD DISTRICT-2.DOC



# SKETCH TO ACCOMPANY DESCRIPTION



W:\PROJECTS\AVERY-ROAD DISTRICTS\DWG\AVERY ROAD DISTRICTS 2.dwg [PAGE 9] July 01, 2008 - 1:21pm

DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 9 OF 20

**BAKER-AICKLEN & ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning  
105 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION

THOMAS TOBY SURVEY  
ABSTRACT NO. 624

LOT 1  
LAKESIDE SUBDIVISION  
SECTION THREE-22-24  
CABINET VILLAGE, WILLIAMSON  
COUNTY, TEXAS  
PLAT RECORDS, TEXAS

REMNANT PORTION OF  
L1200.19 ACRES)  
LTD.  
CALLED RANCH COMPANY, LTD.  
(CALLED RANCH COMPANY, LTD.  
DOC. #2002071336  
AVERY PUBLIC RECORDS, TEXAS  
OFFICIAL PUBLIC COUNTY, TEXAS  
WILLIAMSON COUNTY, TEXAS

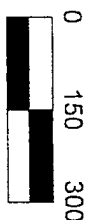
## LEGEND

- 1/2" IRON ROD FOUND
- ⊗ 5/8" IRON ROD FOUND
- 1/2" IRON ROD WITH  
"BAKER-AICKLEN" CAP FOUND
- △ CALCULATED POINT
- COTTON GIN SPINDLE WITH  
"BAKER-AICKLEN" WASHER FOUND
- 6"x6" CONCRETE  
MONUMENT FOUND
- ▲ RAILROAD SPIKE FOUND
- ⊗ FENCE POST FOUND

POINT OF BEGINNING  
ROAD DISTRICT 2  
CITY OF ROUND ROCK, TEXAS  
(CALLED RANCH COMPANY, LTD.  
DOC. #2002071336  
AVERY PUBLIC RECORDS, TEXAS  
OFFICIAL PUBLIC COUNTY, TEXAS  
WILLIAMSON COUNTY, TEXAS

APPROXIMATE LOCATION OF SURVEY LINE

SUBJECT TRACT  
355.342 ACRE



REMNANT PORTION OF  
L1200.19 ACRES)  
LTD.  
CALLED RANCH COMPANY, LTD.  
(CALLED RANCH COMPANY, LTD.  
DOC. #2002071336  
AVERY PUBLIC RECORDS, TEXAS  
OFFICIAL PUBLIC COUNTY, TEXAS  
WILLIAMSON COUNTY, TEXAS

THOMAS TOBY SURVEY  
ABSTRACT NO. 625

GEORGE GLASSCOCK SURVEY  
ABSTRACT NO. 267

DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 10 OF 20

**BAKER-AICKLEN & ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning  
405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION

REMNANT PORTION OF  
(CALLED 1200.19 ACRES)  
AVERY RANCH COMPANY, LTD.  
DOC. #2002071336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

(CALLED 35,085.00 ACRES)  
THE BOARD OF REGENTS OF THE  
TEXAS A&M UNIVERSITY SYSTEM  
DOC. #2008042141  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

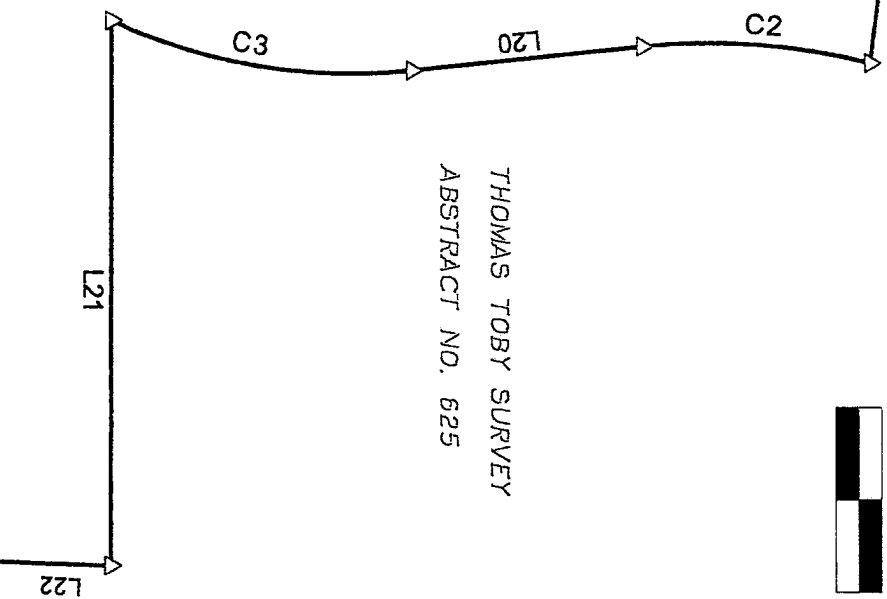
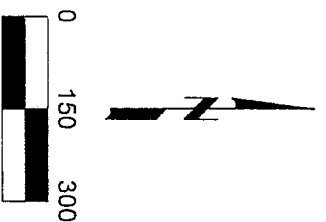
THOMAS TOBY SURVEY  
ABSTRACT NO. 625

REMNANT PORTION OF  
(CALLED 1200.19 ACRES)  
AVERY RANCH COMPANY, LTD.  
DOC. #2002071336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

SUBJECT TRACT  
355.342 ACRE

LAKEVIEW SUBDIVISION  
SECTION THREE  
CABINET V, SLIDES 22-24  
PLAT RECORDS, WILLIAMSON  
COUNTY, TEXAS

THOMAS TOBY SURVEY  
ABSTRACT NO. 624



THOMAS TOBY SURVEY  
ABSTRACT NO. 625

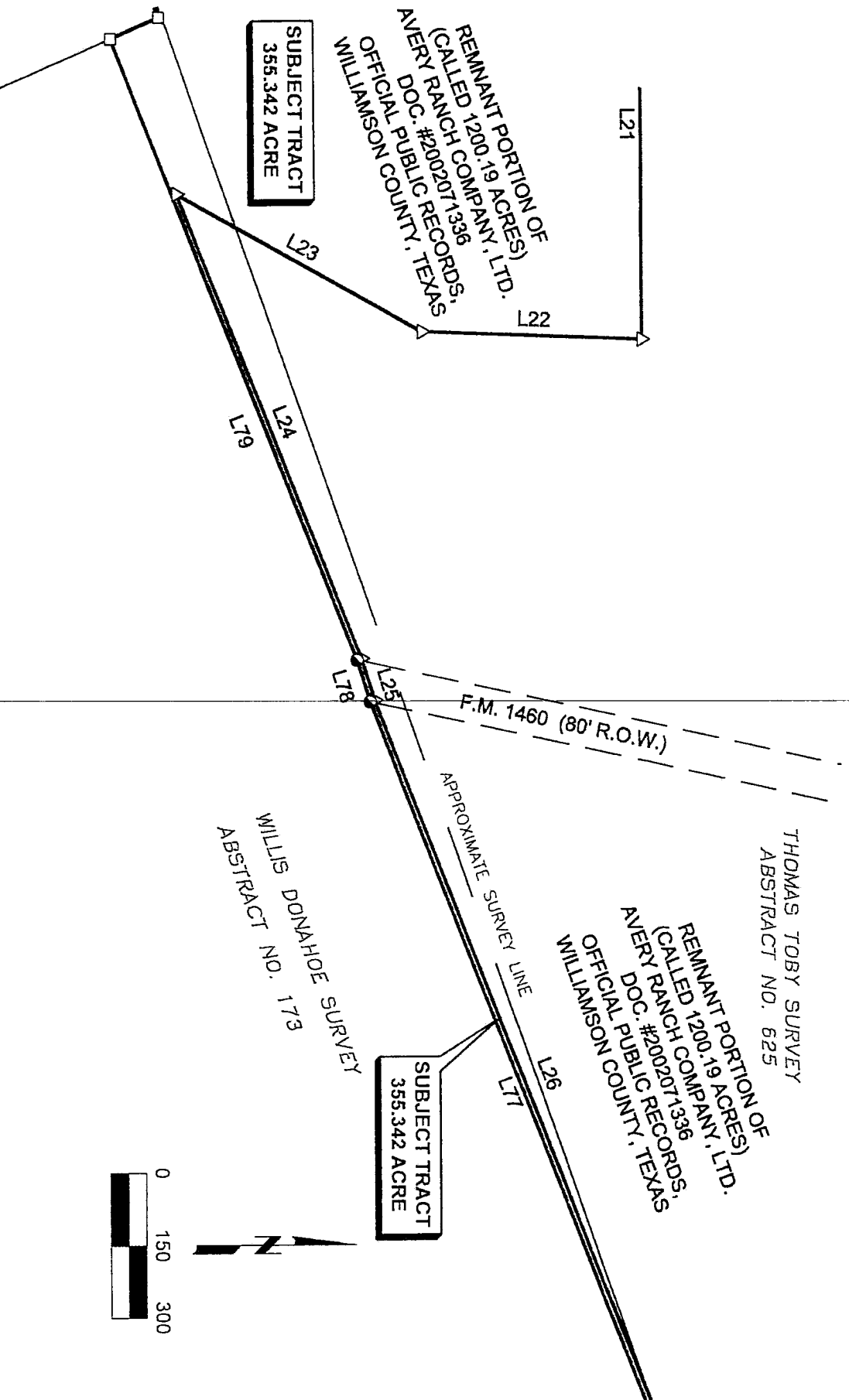
DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 11 OF 20

**BAKER-AICKLEN**  
& ASSOCIATES, INC.  
ENGINEERS • SURVEYORS • GIS • PLANNING

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION



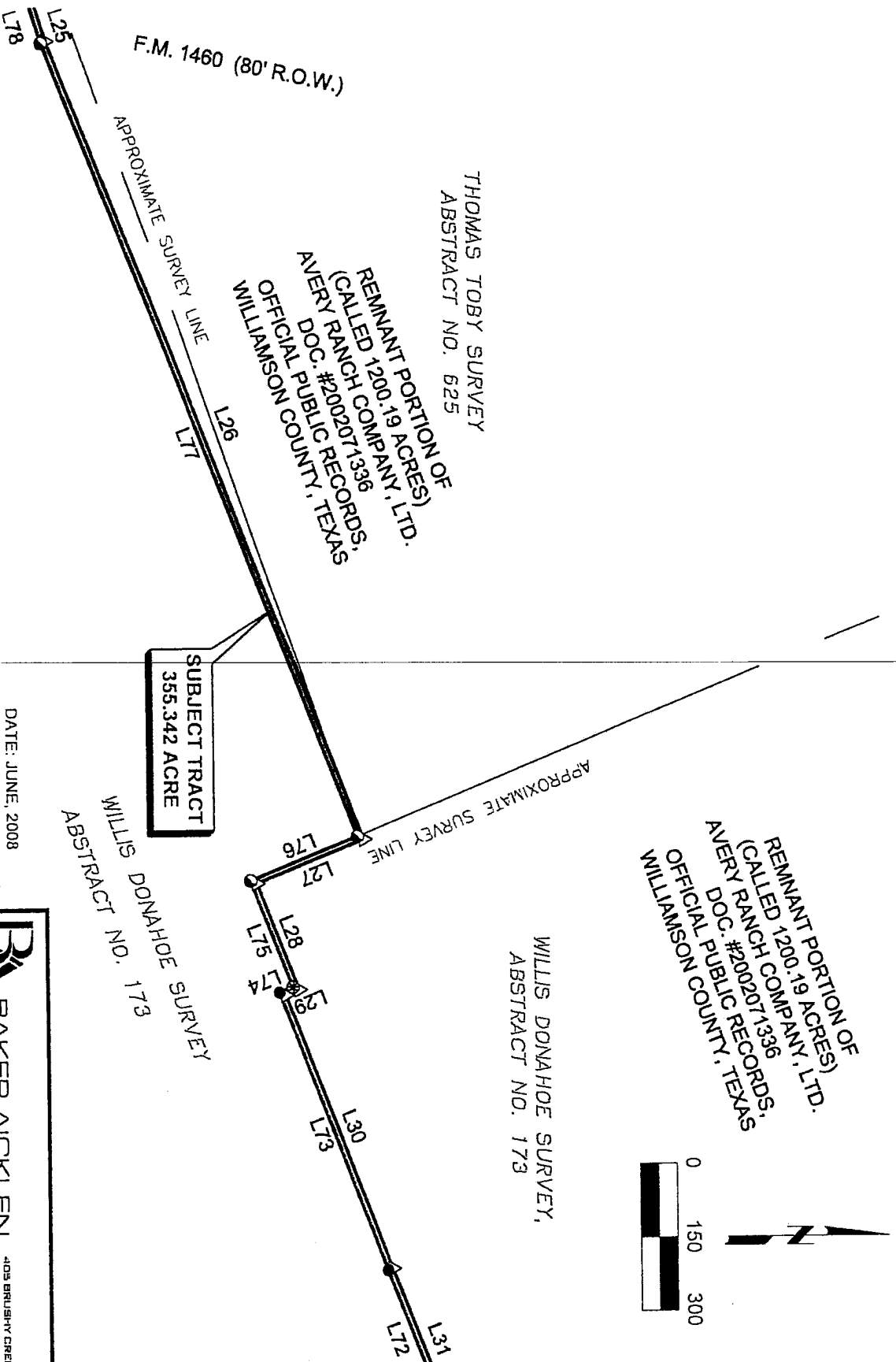
DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 12 OF 20

**BAKER-AICKLEN**  
ENGINEERS & ASSOCIATES, INC.  
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-9700



# SKETCH TO ACCOMPANY DESCRIPTION



DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 13 OF 20

**BAKER-AICKLEN & ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-9700



# SKETCH TO ACCOMPANY DESCRIPTION

REMNANT PORTION OF  
1200.19 ACRES) L.T.D.  
(CALLED COMPANY, L.T.D.  
RANCH COMPANY, L.T.D.  
AVERY RANCH COMPANY, L.T.D.  
DOC. #20020713386  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

WILLIS DONAHOE SURVEY  
ABSTRACT NO. 173

REMNANT PORTION OF  
1200.19 ACRES) L.T.D.  
(CALLED COMPANY, L.T.D.  
RANCH COMPANY, L.T.D.  
AVERY RANCH COMPANY, L.T.D.  
DOC. #20020713386  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

WILLIS DONAHOE SURVEY  
ABSTRACT NO. 173

SUBJECT TRACT  
355.342 ACRE

SUBJECT TRACT  
355.342 ACRE



L31  
L72

L32

L84

L85

L86

L87

L36

L37

L70

L89

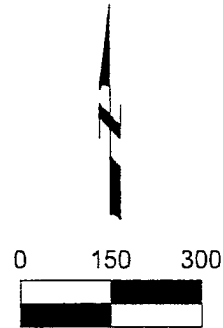
DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 14 OF 20

**BAKER-AICKLEN**  
ENGINEERS & SURVEYORS • GIS • PLANNING  
405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION

REMNAANT PORTION OF  
(CALLED 1200.19 ACRES)  
AVERY RANCH COMPANY, LTD.  
DOC. #2002071336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS



THOMAS GLASSCOCK SURVEY  
ABSTRACT NO. 255

**SUBJECT TRACT**  
**355.342 ACRE**

C.R. 112 R.O.W. WIDTH VARIES  
APPROXIMATE LOCATION OF SURVEY LINE

WILLIS DONAHOE SURVEY  
ABSTRACT NO. 173

REMNAANT PORTION OF  
(CALLED 1200.19 ACRES)  
AVERY RANCH COMPANY, LTD.  
DOC. #2002071336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

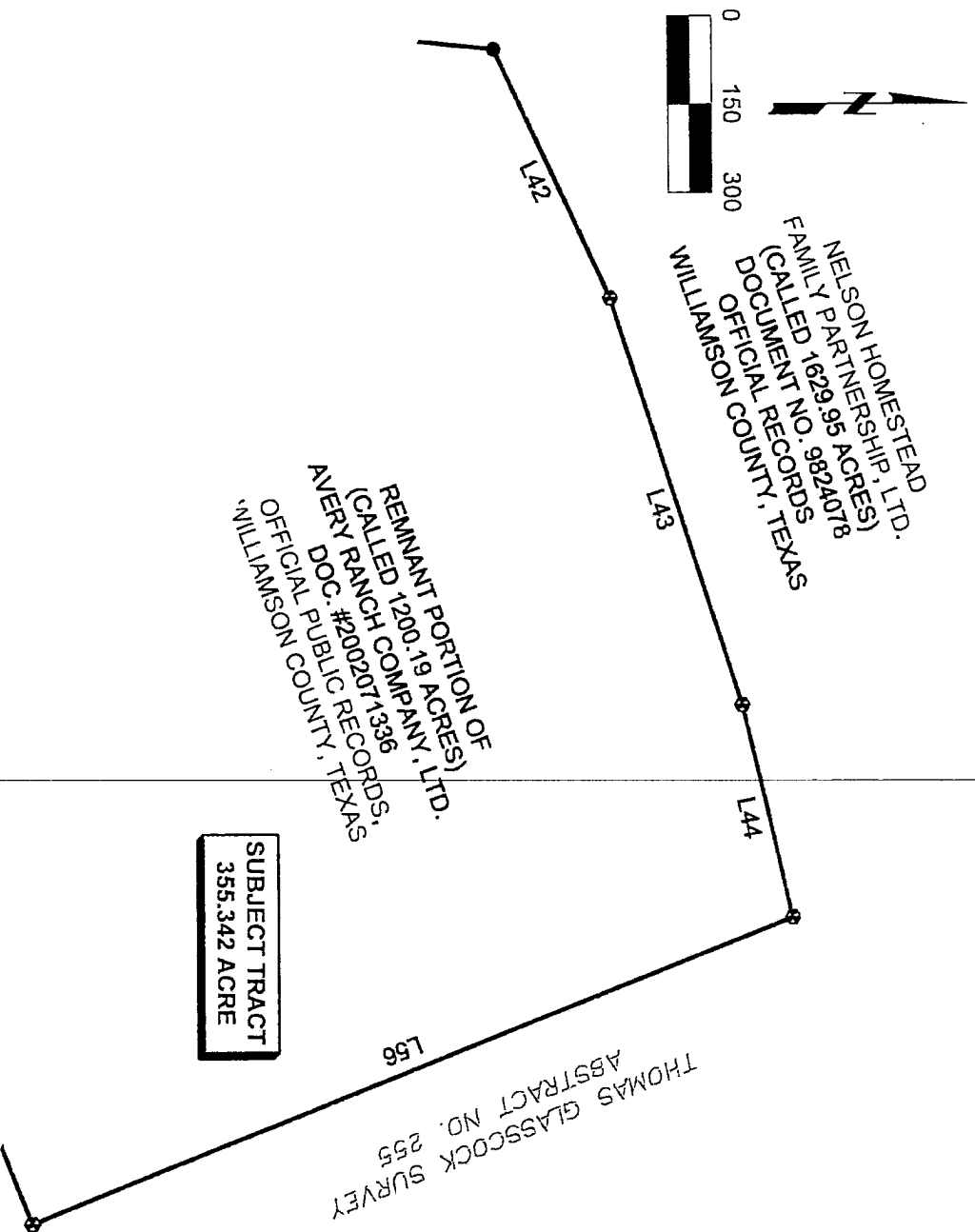
DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 15 OF 20

**BAKER-AICKLEN & ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION



SUBJECT TRACT  
355.342 ACRES

DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 16 OF 20

**BAKER-AICKLEN & ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning  
405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-9700



JOHN L. JUSTICE SURVEY  
ABSTRACT NO. 356

DOUGLAS COUNTY, ILL.  
OFFICIAL RECORDS  
WILLIAMSON COUNTRY  
SURREY  
GLASSCOCK 255  
NO. 112 R.O.W. WIDTH VARIES  
C.R. ABSTRACT  
THOMAS  
Eg

THOMAS GLASS NO. 5R  
ABSTRACT CR. 112R

SURVEY  
255  
12 R.O.N. WIDTH VARIES  
60

161

762

0 15

**SUBJECT TRACT  
355.342 ACRE**

WILLIS DONAHOE SURVEY  
ABSTRACT NO. 173

REMNANT PORTION OF  
(CALLED 1200.19 ACRE(S)  
AVERY RANCH C COMPANY, LTD.  
DOC.#20020171336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

APPROXIMATE LOCATION OF SURVEY LINE

758

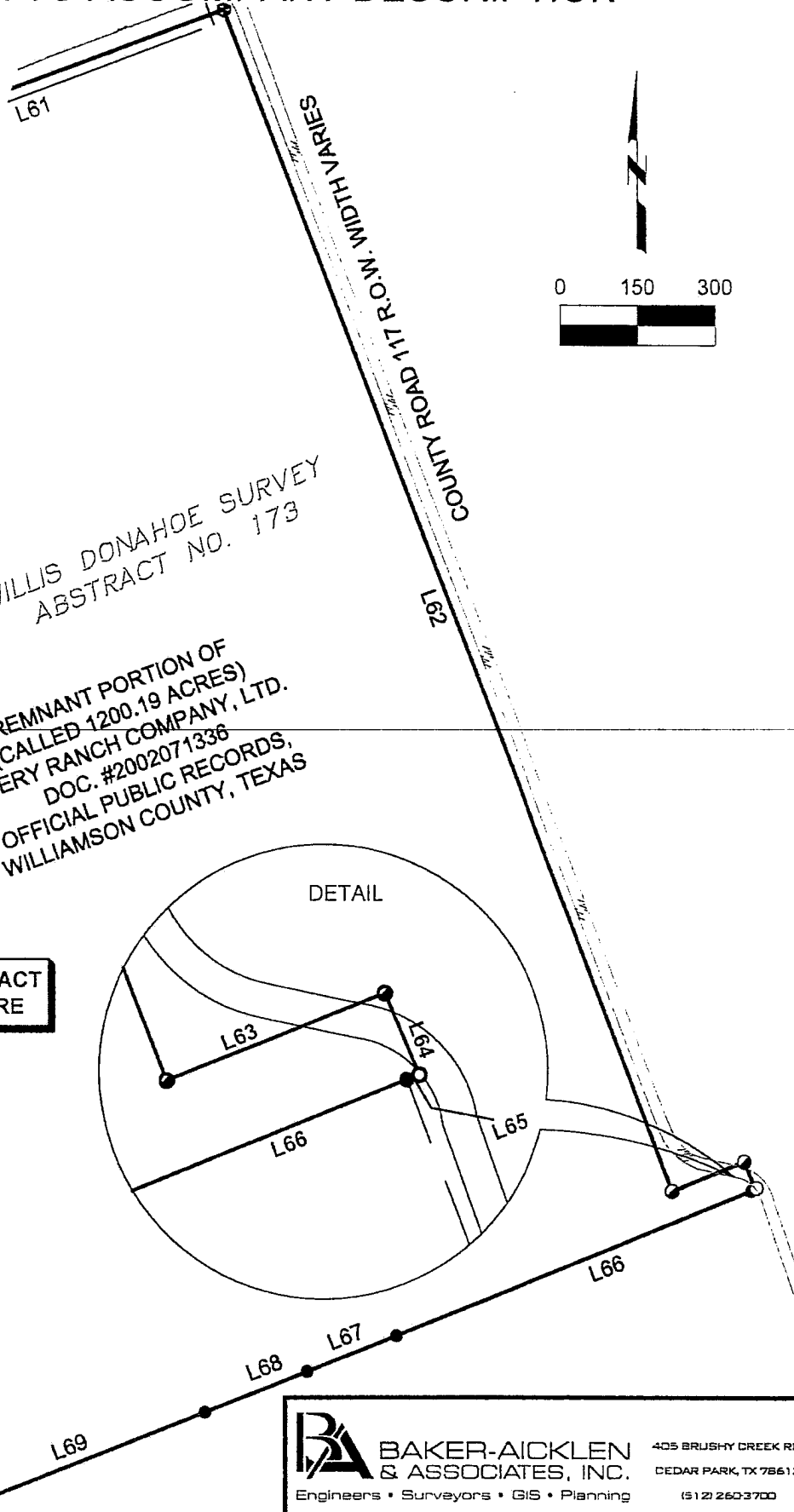
157

756





# SKETCH TO ACCOMPANY DESCRIPTION



WILLIS DONAHOE SURVEY  
ABSTRACT NO. 173

REMNAANT PORTION OF  
(CALLED 1200.19 ACRES)  
AVERY RANCH COMPANY, LTD.  
DOC. #2002071336  
OFFICIAL PUBLIC RECORDS,  
WILLIAMSON COUNTY, TEXAS

**SUBJECT TRACT**  
**355.342 ACRE**

DETAIL

DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 18 OF 20

**BA** **BAKER-AICKLEN**  
**& ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



# SKETCH TO ACCOMPANY DESCRIPTION

NUMBER	BEARING	DISTANCE
L1	N 10°39'34" W	174.08'
L2	N 18°26'59" W	108.08'
L3	N 30°26'56" W	86.47'
L4	N 36°12'01" W	170.18'
L5	N 78°26'31" W	340.75'
L6	N 12°44'54" W	423.52'
L7	N 68°55'30" E	1558.72'
L8	N 22°21'13" W	146.26'
L9	N 19°58'40" W	274.69'
L10	N 32°19'26" W	417.14'
L11	N 30°39'24" W	200.21'
L12	N 26°03'59" W	196.83'
L13	N 63°13'41" E	157.12'
L14	N 26°46'19" W	347.20'
L15	N 66°05'15" E	682.77'
L16	N 69°04'34" E	434.40'
L17	N 82°45'21" E	172.19'
L18	S 04°32'58" E	377.14'
L19	S 82°44'50" E	410.03'
L20	S 05°53'17" E	378.29'
L21	S 89°53'07" E	879.31'
L22	S 02°14'16" W	462.83'
L23	S 29°16'35" W	590.44'
L24	N 68°23'29" E	1038.49'
L25	N 72°52'01" E	92.02'
L26	N 68°40'10" E	1750.88'
L27	S 21°44'50" E	239.47'
L28	N 68°51'29" E	235.47'
L29	S 21°41'12" E	29.80'
L30	N 68°51'52" E	600.15'
L31	N 68°50'49" E	630.00'
L32	N 68°53'47" E	331.47'
L36	N 44°44'33" E	279.50'
L37	N 21°57'27" W	1299.81'
L38	S 69°04'41" W	833.03'
L39	N 20°55'19" W	317.13'
L40	N 78°28'00" W	600.08'
L41	N 05°53'55" E	671.97'
L42	N 64°53'24" E	463.84'
L43	N 72°11'45" E	721.67'
L44	N 76°33'02" E	367.77'

NUMBER	BEARING	DISTANCE
L56	S 21°33'28" E	1403.90'
L57	S 69°08'32" W	527.14'
L58	S 08°04'56" E	308.60'
L59	N 70°06'20" E	1419.94'
L60	S 21°41'55" E	42.51'
L61	N 69°54'57" E	789.16'
L62	S 21°06'17" E	2389.51'
L63	N 68°09'05" E	150.03'
L64	S 23°01'55" E	56.67'
L65	S 69°19'05" W	8.61'
L66	S 68°15'17" W	737.14'
L67	S 68°25'01" W	184.97'
L68	S 68°12'15" W	209.84'
L69	S 68°21'40" W	531.50'
L70	S 68°55'37" W	1260.21'
L71	S 68°53'46" W	1228.56'
L72	S 68°50'49" W	630.00'
L73	S 68°51'53" W	610.06'
L74	N 21°41'12" W	29.80'
L75	S 68°51'29" W	235.46'
L76	N 21°44'50" W	239.44'
L77	S 68°40'10" W	1741.32'
L78	S 72°52'01" W	92.00'
L79	S 68°23'29" W	1387.54'
L80	N 23°08'00" W	111.05'
L81	S 69°26'04" W	219.14'
L82	S 69°19'30" W	213.10'
L83	S 68°43'16" W	1778.25'
L84	N 22°42'29" W	809.15'
L85	N 67°31'03" E	160.63'
L86	N 49°44'22" E	1044.57'
L87	S 52°55'49" E	48.70'

DATE: JUNE, 2008  
 JOB NO.: 1774-2-001-10  
 BY: R. BROOKS  
 PAGE 19 OF 20

 **BAKER-AICKLEN  
& ASSOCIATES, INC.**  
 Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
 CEDAR PARK, TX 78613  
 (512) 260-3700



## SKETCH TO ACCOMPANY DESCRIPTION

NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	520.00'	51.71'	05°41'52"	N 66°04'37" E	51.69'
C2	1060.00'	373.72'	20°12'01"	S 04°12'44" W	371.78'
C3	940.00'	502.84'	30°38'57"	S 09°26'12" W	496.86'
C4	1000.00'	556.10'	31°51'44"	N 04°59'27" W	548.96'

DATE: JUNE, 2008  
JOB NO.: 1774-2-001-10  
BY: R. BROOKS  
PAGE 20 OF 20



**BAKER-AICKLEN  
& ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700



## **EXHIBIT "B"**



**PETITION FOR BOND ELECTION IN  
AVERY CENTRE ROAD DISTRICT NO. 2**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §**

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,  
TEXAS:**

**THE UNDERSIGNED**, the duly authorized representatives of Avery Ranch Company, Ltd., and CHARLES N. AVERY, III, JOHN S. AVERY, A. NELSON AVERY, and LUCILLE CHRISTINA AVERY FELL, TRUSTEES of the Children of LUCILLE SHARP AVERY EXEMPT TRUSTS, as tenants in common, the sole landowners within the proposed Avery Centre Road District No. 2 (the "District"), respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition::

"Shall the bonds of the Avery Centre Road District No. 2 be issued in an amount not to exceed \$20,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?"

**WE FURTHER REPRESENT** that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by the sole landowner and a majority of the registered voters within the District.



DATED this the 29<sup>th</sup> day of July, 2008

**AVERY RANCH COMPANY, LTD., a Texas limited partnership**

**By: CJAC, Inc., a Texas corporation, its general partner**

**By:** *John S. Avery*  
**John S. Avery, President**

*John S. Avery, Trustee*  
**John S. Avery, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

*Charles N. Avery, III, Trustee*  
**Charles N. Avery, III, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

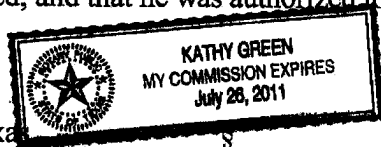
*A. Nelson Avery, trustee*  
**A. Nelson Avery, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

*Lucille Christina Avery Fell, Trustee*  
**Lucille Christina Avery Fell, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**



State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this 11th day of July, 2008, by John S. Avery, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Avery Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.



Kathy Green  
Notary Public – State of Texas

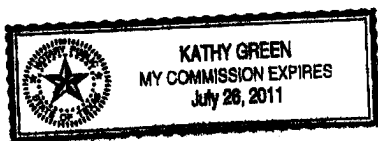
State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **Charles N. Avery, III**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

\_\_\_\_\_  
Notary Public – State of Texas

State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this 11th day of July, 2008, by **John S. Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

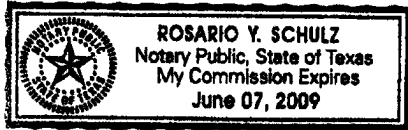


Kathy Green  
Notary Public – State of Texas



State of Texas §  
County of Galveston §

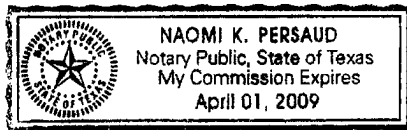
This instrument was acknowledged before me on this 1 day of July, 2008, by **A. Nelson Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the ~~Charles~~ N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



Rosario Y. Schulz  
Notary Public – State of Texas

State of Texas §  
County of Williamson §

This instrument was acknowledged before me on this 30 day of July, 2008, by **Lucille Christina Avery Fell**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



Naomi K. Persaud  
Notary Public – State of Texas

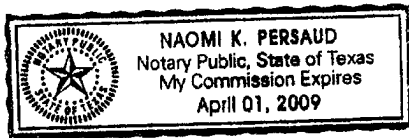


**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this 3<sup>rd</sup> day of July, 2008, by **Charles N. Avery, III**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



*Naomi K. Persaud*  
Notary Public, State of Texas

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **John S. Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

\_\_\_\_\_  
Notary Public, State of Texas



**PETITION FOR BOND ELECTION IN  
AVERY CENTRE ROAD DISTRICT NO. 2**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON    §**

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,  
TEXAS:**

**THE UNDERSIGNED**, the majority of registered voters within the proposed Avery Centre Road District No. 2 (the "District"), respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition:

“Shall the bonds of the Avery Centre Road District No. 2 be issued in an amount not to exceed \$20,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?”

**WE FURTHER REPRESENT** that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by a majority of the registered voters within the District.



**DATED** this the \_\_\_\_ day of July, 2008.

\_\_\_\_\_  
Kody L. Talley, Registered Voter of the District

**STATE OF TEXAS**           §

**COUNTY OF** \_\_\_\_\_ §

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



\_\_\_\_\_  
\_\_\_\_\_, Registered Voter of the District

**STATE OF TEXAS**           §

**COUNTY OF** \_\_\_\_\_ §

        This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING ON THE 29TH DAY OF JULY, 2008, at the County Courthouse (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

and all of the persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be passed; and, after due discussion, said motion carrying with it the passage of the Order, prevailed and carried by the following vote:

2. A true, full and correct copy of the Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Order has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials of the Commissioners Court as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Order would be introduced and considered for passage at the Meeting, and



each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Order; that the County Judge and the County Clerk of the County have duly signed the Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Order for all purposes.



**SIGNED AND SEALED** the 29<sup>th</sup> day of July, 2008.

---

County Clerk

---

County Judge

[COUNTY SEAL]



## Avery Centre Road District Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Peggy Vasquez, County Judge  
Submitted For: Peggy Vasquez  
Department: County Judge  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Consideration and action with respect to "An Order Establishing a Public Hearing On a Petition Calling a Bond Election for Avery Centre Road District No. 1.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Order Public Hearing Bond Election](#)

Link: [Order Public Hearing Bond Election Certificate](#)

---

### Form Routing/Status

Form Started By: Peggy Vasquez  
Started On: 07/24/2008 02:47 PM  
Final Approval Date: 07/24/2008

---



**AN ORDER ESTABLISHING A PUBLIC HEARING ON A PETITION  
CALLING A BOND ELECTION FOR AVERY CENTRE ROAD DISTRICT NO. 1**

**THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §**

**WHEREAS**, the Commissioners Court of Williamson County, Texas (the "County") hereby acknowledges receipt of a "Petition for Bond Election in Avery Centre Road District No. 1" signed by all of the landowners dated July 29, 2008 and a "Petition for Bond Election in Avery Centre Road District No. 1" signed by a majority of the registered voters within the proposed Avery Centre Road District No. 1 (the "District") dated July 29, 2008 (collectively, the "Petition") attached hereto as Exhibit "A" petitioning that this Court order an election to be held in the District, to determine whether or not the bonds of such District shall be issued in an amount not to exceed \$70,000,000 as further set forth in the Petition; and

**WHEREAS**, it appears to this Court and it is so found and adjudged that the Petition is signed by all landowners and a majority of the registered voters of the proposed District, and that the Petition conforms to law in all respects; and

**WHEREAS**, it appears to this Court and it is so found and adjudged that the proposed improvements set forth in the Petition, including improvements to roads outside the boundaries of the District, provide a substantial benefit to the taxable property within the District; and

**WHEREAS**, this Court considered the creation of the District at a public hearing on the date hereof and has approved an order creating the District.

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:**

**Section 1.** The District was created on the date hereof and a hearing on the Petition shall be held by the Court at the Williamson County Courthouse, 710 Main Street, in the City of Georgetown, Texas, at 10:00 A.M., on the 19th day of August, 2008, which date is not less than fifteen (15) days nor more than thirty (30) days from the date of this Order.

**Section 2.** The proposition to be submitted to a vote of the electorate of the District, if the hearing is successful, shall be substantially as set forth in the Petition attached hereto.

**Section 3.** Notice of the public hearing in substantially the form attached hereto as Exhibit "B" shall be (i) published in a newspaper of general circulation in the District and County not less than 10 nor more than 30 days prior to the date of the public hearing, (ii) mailed to each registered voter in the District and (iii) posted at the County Courthouse door and at least three public places in the District.



**Section 4.** The agents, employees and consultants of the County are authorized and directed to do any and all things necessary or convenient to carry out the terms of this Order.



**PASSED AND ADOPTED**, this 29th day of July, 2008.

(SEAL)

---

Dan A. Gattis, County Judge  
Williamson County, Texas

ATTEST:

---

Nancy Rister, County Clerk  
Williamson County, Texas



## **EXHIBIT A**



**PETITION FOR BOND ELECTION IN  
AVERY CENTRE ROAD DISTRICT NO. 1**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §**

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,  
TEXAS:**

**THE UNDERSIGNED**, the duly authorized representatives of Avery Ranch Company, Ltd., and CHARLES N. AVERY, III, JOHN S. AVERY, A. NELSON AVERY, and LUCILLE CHRISTINA AVERY FELL, TRUSTEES of the Children of LUCILLE SHARP AVERY EXEMPT TRUSTS, as tenants in common, the sole landowners within the proposed Avery Centre Road District No. 1 (the "District"), respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition:

"Shall the bonds of the Avery Centre Road District No. 1 be issued in an amount not to exceed \$70,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?"

**WE FURTHER REPRESENT** that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by the sole landowner and a majority of the registered voters within the District.



DATED this the 29<sup>th</sup> day of July, 2008

**AVERY RANCH COMPANY, LTD., a Texas limited partnership**

**By: CJAC, Inc., a Texas corporation, its general partner**

**By:** John S. Avery  
**John S. Avery, President**

John S. Avery, Trustee  
**John S. Avery, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

Charles N. Avery, III, Trustee  
**Charles N. Avery, III, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

A. Nelson Avery, trustee  
**A. Nelson Avery, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

Lucille Christina Avery Fell, Trustee  
**Lucille Christina Avery Fell, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**



State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this 11th day of July, 2008, by John S. Avery, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Avery Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

State of Texas



Kathy Green  
Notary Public – State of Texas

County of Williamson       §  
   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **Charles N. Avery, III**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

\_\_\_\_\_  
Notary Public – State of Texas

State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this 11th day of July, 2008, by **John S. Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

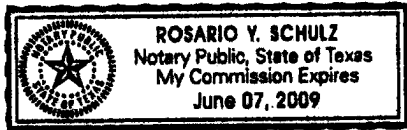


Kathy Green  
Notary Public – State of Texas



State of Texas §  
County of Galveston §

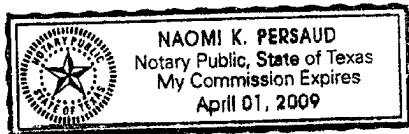
This instrument was acknowledged before me on this 1 day of July, 2008, by **A. Nelson Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



Rosario Y. Schulz  
Notary Public - State of Texas

State of Texas §  
County of Williamson §

This instrument was acknowledged before me on this 3rd day of July, 2008, by **Lucille Christina Avery Fell**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



Naomi K. Persaud  
Notary Public - State of Texas

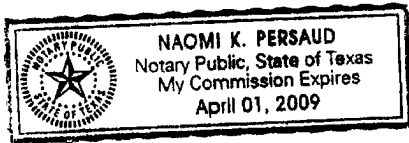


**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this 3rd. day of July, 2008, by **Charles N. Avery, III**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



*Naomi K. Persaud*  
Notary Public, State of Texas

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **John S. Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

\_\_\_\_\_  
Notary Public, State of Texas



**PETITION FOR BOND ELECTION IN  
AVERY CENTRE ROAD DISTRICT NO. 1**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON    §**

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,  
TEXAS:**

**THE UNDERSIGNED**, the majority of registered voters within the proposed Avery Centre Road District No. 1 (the "District"), respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition:

“Shall the bonds of the Avery Centre Road District No. 1 be issued in an amount not to exceed \$70,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?”

**WE FURTHER REPRESENT** that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by a majority of the registered voters within the District.



**DATED** this the \_\_\_\_ day of July, 2008.

\_\_\_\_\_  
Jimmy L. Sikes, Registered Voter of the District

**STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



\_\_\_\_\_  
Helen D. Sikes, Registered Voter of the District

**STATE OF TEXAS**           §

**COUNTY OF** \_\_\_\_\_ §

        This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



## **EXHIBIT B**

### **NOTICE OF PUBLIC HEARING ON PETITION FOR CALLING A BOND ELECTION FOR AVERY CENTRE ROAD DISTRICT NO. 1**

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF WILLIAMSON**       §

**TAKE NOTICE**, that a petition, signed by all landowners and a majority of the registered voters within the proposed Avery Centre Road District No. 1 (the "District"), a body corporate of Williamson County, Texas, has been submitted to the Commissioners Court of the County, petitioning and requesting the Court to order an election to be held in the District for the purpose of submitting a proposition substantially as follows:

“Shall the bonds of the Avery Centre Road District No. 1 be issued in an amount not to exceed \$70,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?”

**A PUBLIC HEARING** on the petition is to be held before the Commissioners Court of Williamson County, Texas on August 19, 2008 at 10:00 a.m. CDT at the Williamson County Courthouse, 710 Main Street, Georgetown, TX 78626.



**ALL INTERESTED PERSONS** may appear before the Court at the time and place herein mentioned to contend for or protest the ordering of such proposed bond election, as prayed for in the petition.

A map illustrating the boundaries of the District is attached hereto for informational purposes. The proposed District is generally comprised of 549.997 acres, more or less, in the vicinity generally of FM 1460 in between University Boulevard and Old Settlers Boulevard. A metes and bounds description of the proposed District is on file with the County. For further information regarding the public hearing contact Peggy Vasquez at the County Judge's office, 710 Main Street, #101, Georgetown, TX 78626, (512) 943-7550.

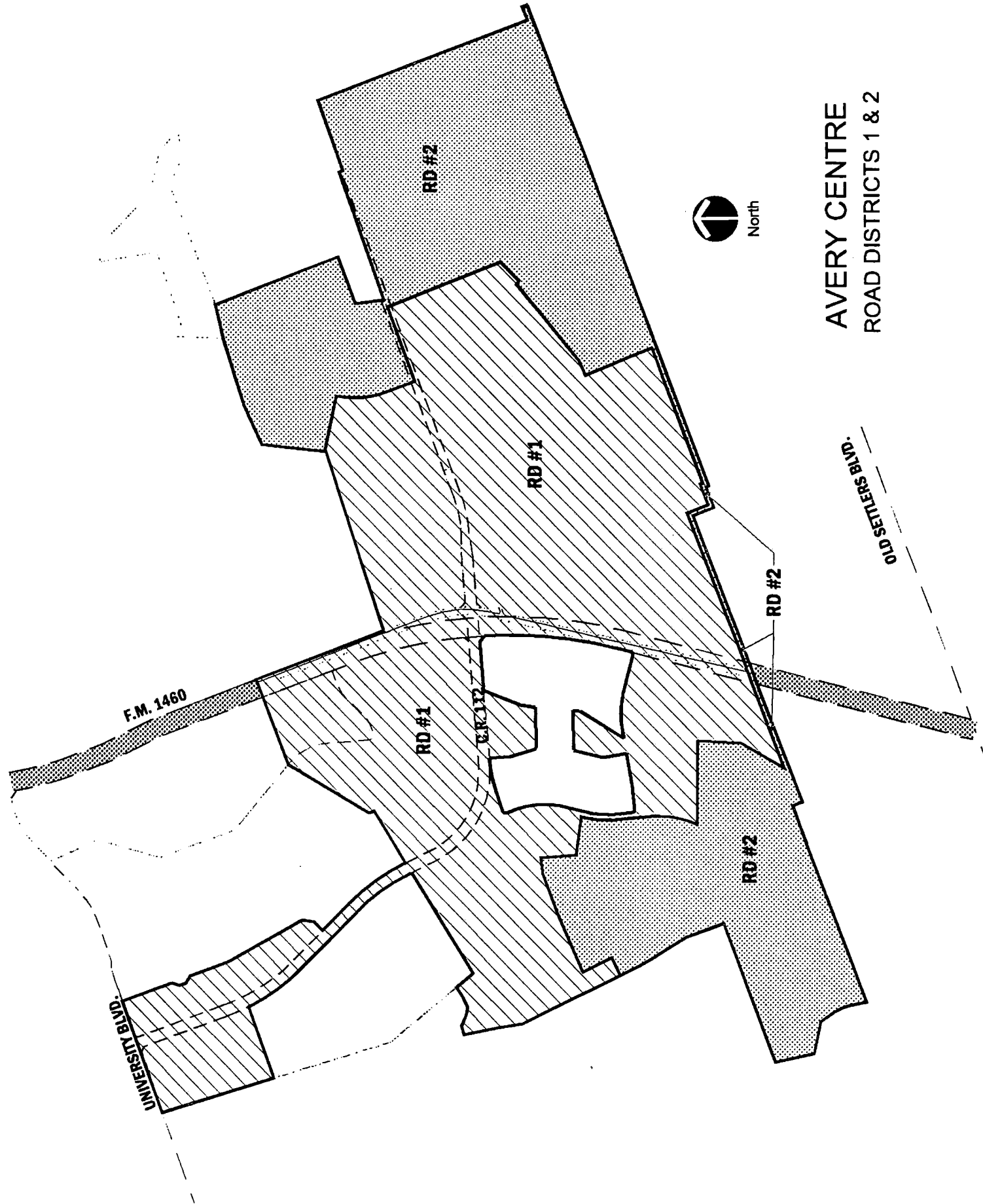
Williamson County, Texas



## MAP



AVERY CENTRE  
ROAD DISTRICTS 1 & 2





**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING ON THE 29TH DAY OF JULY, 2008, at the County Courthouse (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

and all of the persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be passed; and, after due discussion, said motion carrying with it the passage of the Order, prevailed and carried by the following vote:

2. A true, full and correct copy of the Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Order has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials of the Commissioners Court as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Order would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and



purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Order; that the County Judge and the County Clerk of the County have duly signed the Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Order for all purposes.



**SIGNED AND SEALED** the 29th day of July, 2008.

---

County Clerk

---

County Judge

[COUNTY SEAL]



## Avery Centre Road District Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Peggy Vasquez, County Judge  
Department: County Judge  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Consideration and action with respect to "An Order Establishing a Public Hearing On a Petition Calling a Bond Election for Avery Centre Road District No. 2.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [OrderPubHearingBondElectionDistNo.2](#)

Link: [Avery Road Dist\OrderPubHearingBondElectionDistNo.2Cert](#)

---

### Form Routing/Status

Form Started By: Peggy Vasquez  
Started On: 07/24/2008 02:51 PM  
Final Approval Date: 07/24/2008

---



**AN ORDER ESTABLISHING A PUBLIC HEARING ON A PETITION  
CALLING A BOND ELECTION FOR AVERY CENTRE ROAD DISTRICT NO. 2**

**THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §**

**WHEREAS**, the Commissioners Court of Williamson County, Texas (the "County") hereby acknowledges receipt of a "Petition for Bond Election in Avery Centre Road District No. 2" signed by all of the landowners dated July 29, 2008 and a "Petition for Bond Election in Avery Centre Road District No. 2" signed by a majority of the registered voters within the proposed Avery Centre Road District No. 2 (the "District") dated July 29, 2008 (collectively, the "Petition") attached hereto as Exhibit "A" petitioning that this Court order an election to be held in the District, to determine whether or not the bonds of such District shall be issued in an amount not to exceed \$20,000,000 as further set forth in the Petition; and

**WHEREAS**, it appears to this Court and it is so found and adjudged that the Petition is signed by all landowners and a majority of the registered voters of the proposed District, and that the Petition conforms to law in all respects; and

**WHEREAS**, it appears to this Court and it is so found and adjudged that the proposed improvements set forth in the Petition, including improvements to roads outside the boundaries of the District, provide a substantial benefit to the taxable property within the District; and

**WHEREAS**, this Court considered the creation of the District at a public hearing on the date hereof and has approved an order creating the District.

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:**

**Section 1.** The District was created on the date hereof and a hearing on the Petition shall be held by the Court at the Williamson County Courthouse, 710 Main Street, in the City of Georgetown, Texas, at 10:00 A.M., on the 19th day of August, 2008, which date is not less than fifteen (15) days nor more than thirty (30) days from the date of this Order.

**Section 2.** The proposition to be submitted to a vote of the electorate of the District, if the hearing is successful, shall be substantially as set forth in the Petition attached hereto.

**Section 3.** Notice of the public hearing in substantially the form attached hereto as Exhibit "B" shall be (i) published in a newspaper of general circulation in the District and County not less than 10 nor more than 30 days prior to the date of the public hearing, (ii) mailed to each registered voter in the District and (iii) posted at the County Courthouse door and at least three public places in the District.



**Section 4.** The agents, employees and consultants of the County are authorized and directed to do any and all things necessary or convenient to carry out the terms of this Resolution.



**PASSED AND ADOPTED**, this 29th day of July, 2008.

(SEAL)

---

Dan A. Gattis, County Judge  
Williamson County, Texas

ATTEST:

---

Nancy Rister, County Clerk  
Williamson County, Texas



## **EXHIBIT A**



**PETITION FOR BOND ELECTION IN  
AVERY CENTRE ROAD DISTRICT NO. 2**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §**

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,  
TEXAS:**

**THE UNDERSIGNED**, the duly authorized representatives of Avery Ranch Company, Ltd., and CHARLES N. AVERY, III, JOHN S. AVERY, A. NELSON AVERY, and LUCILLE CHRISTINA AVERY FELL, TRUSTEES of the Children of LUCILLE SHARP AVERY EXEMPT TRUSTS, as tenants in common, the sole landowners within the proposed Avery Centre Road District No. 2 (the "District"), respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition::

"Shall the bonds of the Avery Centre Road District No. 2 be issued in an amount not to exceed \$20,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?"

**WE FURTHER REPRESENT** that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by the sole landowner and a majority of the registered voters within the District.



DATED this the 29<sup>th</sup> day of July, 2008

**AVERY RANCH COMPANY, LTD., a Texas limited partnership**

**By: CJAC, Inc., a Texas corporation, its general partner**

**By:** *John S. Avery*  
**John S. Avery, President**

*John S. Avery, Trustee*  
**John S. Avery, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

*Charles N. Avery, III, Trustee*  
**Charles N. Avery, III, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

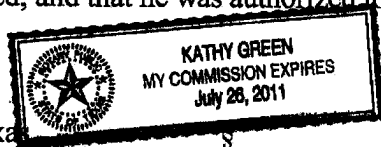
*A. Nelson Avery, trustee*  
**A. Nelson Avery, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**

*Lucille Christina Avery Fell, Trustee*  
**Lucille Christina Avery Fell, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust**



State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this 11th day of July, 2008, by John S. Avery, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Avery Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.



Kathy Green  
Notary Public – State of Texas

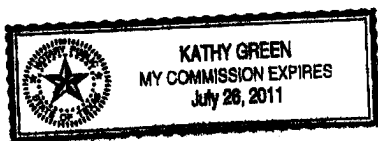
State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **Charles N. Avery, III**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

\_\_\_\_\_  
Notary Public – State of Texas

State of Texas                   §  
   §  
County of Williamson       §

This instrument was acknowledged before me on this 11th day of July, 2008, by **John S. Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

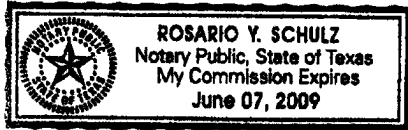


Kathy Green  
Notary Public – State of Texas



State of Texas §  
County of Galveston §

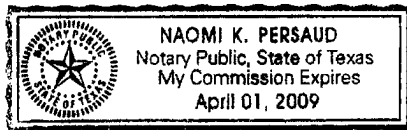
This instrument was acknowledged before me on this 1 day of July, 2008, by **A. Nelson Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the ~~Charles~~ N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



Rosario Y. Schulz  
Notary Public – State of Texas

State of Texas §  
County of Williamson §

This instrument was acknowledged before me on this 30 day of July, 2008, by **Lucille Christina Avery Fell**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



Naomi K. Persaud  
Notary Public – State of Texas

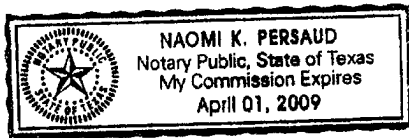


**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this 3<sup>rd</sup> day of July, 2008, by **Charles N. Avery, III**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.



*Naomi K. Persaud*  
Notary Public, State of Texas

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **John S. Avery**, Trustee of the Children of Lucille Sharp Avery Trusts, the Charles N. Avery, III Exempt Trust, the John S. Avery Exempt Trust, the A. Nelson Avery Exempt Trust, and the Lucille Christina Avery Fell Exempt Trust.

\_\_\_\_\_  
Notary Public, State of Texas



**PETITION FOR BOND ELECTION IN  
AVERY CENTRE ROAD DISTRICT NO. 2**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON    §**

**TO THE HONORABLE COMMISSIONERS COURT OF WILLIAMSON COUNTY,  
TEXAS:**

**THE UNDERSIGNED**, the majority of registered voters within the proposed Avery Centre Road District No. 2 (the "District"), respectfully pray and petition the Court to order an election to be held in said District for the purpose of submitting the following proposition:

“Shall the bonds of the Avery Centre Road District No. 2 be issued in an amount not to exceed \$20,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?”

**WE FURTHER REPRESENT** that the proposed improvements will be for the benefit of all taxable property situated in the District and that this petition is signed by a majority of the registered voters within the District.



**DATED** this the \_\_\_\_ day of July, 2008.

\_\_\_\_\_  
Kody L. Talley, Registered Voter of the District

**STATE OF TEXAS**           §

**COUNTY OF** \_\_\_\_\_ §

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



\_\_\_\_\_  
\_\_\_\_\_, Registered Voter of the District

**STATE OF TEXAS**           §

**COUNTY OF** \_\_\_\_\_ §

        This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



## **EXHIBIT B**

### **NOTICE OF PUBLIC HEARING ON PETITION FOR CALLING A BOND ELECTION FOR AVERY CENTRE ROAD DISTRICT NO. 2**

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF WILLIAMSON**       §

**TAKE NOTICE**, that a petition, signed by all landowners and a majority of the registered voters within the proposed Avery Centre Road District No. 2 (the "District"), a body corporate of Williamson County, Texas, has been submitted to the Commissioners Court of the County, petitioning and requesting the Court to order an election to be held in the District for the purpose of submitting a proposition substantially as follows:

“Shall the bonds of the Avery Centre Road District No. 2 be issued in an amount not to exceed \$20,000,000, in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds) as in its discretion the Commissioners Court of Williamson County, Texas shall determine and shall the Commissioners Court be authorized to levy and pledge and cause to be assessed and collected annual ad valorem taxes on all taxable property in the District sufficient to pay the annual interest on the bonds and to provide a sinking fund to pay the bonds at maturity or redemption all as now or hereafter authorized by the Constitution and laws of the State of Texas?”

**A PUBLIC HEARING** on the petition is to be held before the Commissioners Court of Williamson County, Texas on August 19, 2008 at 10:00 a.m. CDT at the Williamson County Courthouse, 710 Main Street, Georgetown, TX 78626.



**ALL INTERESTED PERSONS** may appear before the Court at the time and place herein mentioned to contend for or protest the ordering of such proposed bond election, as prayed for in the petition.

A map illustrating the boundaries of the District is attached hereto for informational purposes. The proposed District is generally comprised of 355.342 acres, more or less, in the vicinity generally of FM 1460 in between University Boulevard and Old Settlers Parkway. A metes and bounds description of the proposed District is on file with the County. For further information regarding the public hearing contact Peggy Vasquez at the County Judge's office, 710 Main Street, #101, Georgetown, TX 78626, (512) 943-7550.

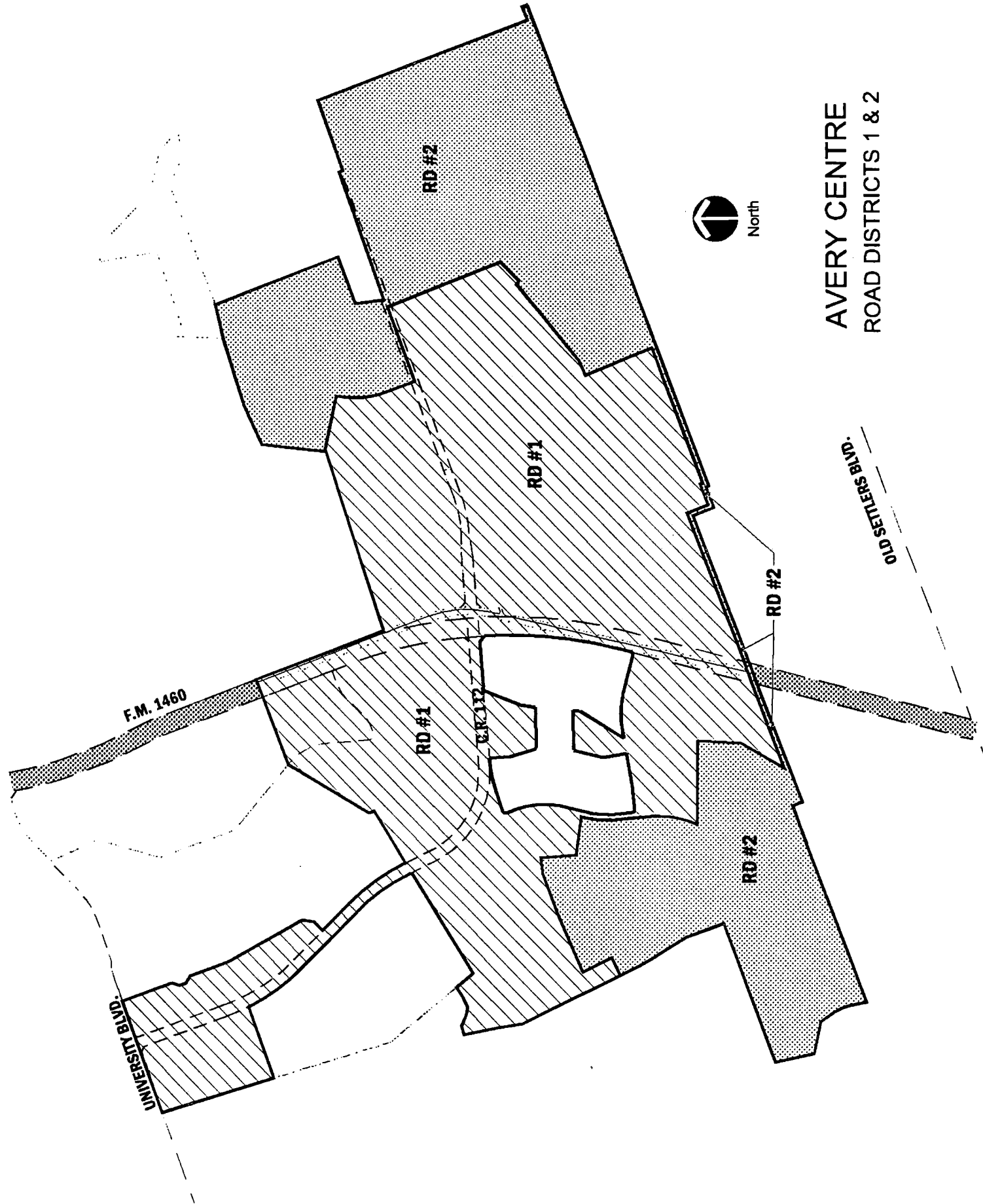
Williamson County, Texas



## MAP



AVERY CENTRE  
ROAD DISTRICTS 1 & 2





**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING ON THE 29TH DAY OF JULY, 2008, at the County Courthouse (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

and all of the persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be passed; and, after due discussion, said motion carrying with it the passage of the Order, prevailed and carried by the following vote:

2. A true, full and correct copy of the Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Order has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials of the Commissioners Court as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Order would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and



purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Order; that the County Judge and the County Clerk of the County have duly signed the Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Order for all purposes.



**SIGNED AND SEALED** the 29th day of July, 2008.

---

County Clerk

---

County Judge

[COUNTY SEAL]



## **Fugro Supp. #1 to PTF Geotech PSA Commissioners Court - Regular Session**

**Date:** 07/29/2008  
**Submitted By:** Marie Walters, Road Bond  
**Department:** Road Bond  
**Agenda Area:** Regular Agenda Items

---

### **Information**

#### **Agenda Item**

Discuss and consider approving Fugro Consultants, Inc. Supplemental #1 to their Pass Through Finance Professional Service Agreement (PSA).

#### **Background**

This contract supplemental allows for construction materials testing of earthwork on the IH35/SH29 turnaround structures Pass Through Finance project.

---

### **Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
----------------	-----------------	--------------------	---------------

---

### **Attachments**

Link: [Fugro Supp. #1 to PSA](#)

Link: [Fugro WA #4 IH35 SH29 turnaround structures](#)

---

### **Form Routing/Status**

Form Started By: Marie Walters  
Started On: 07/23/2008 03:29 PM  
Final Approval Date: 07/24/2008

---







Project Name: \_\_\_\_\_

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

**ENGINEER:**

By: John A. Wooley  
Signature

John A. Wooley, P.E.

Printed Name

Senior Vice President

Title

July 1, 2008

Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OK  
mly 7/22/08





Project Name: IH 35 / SH 29 Turnaround Structures Pass-Through  
Finance Project Construction Materials Testing

## ATTACHMENT A

### WORK AUTHORIZATION NO. 4

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Fugro Consultants, Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

Construction materials testing of earthwork, concrete and asphalt. Other testing services may also be performed on the above referenced project as required.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$16,353.00.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2008 unless extended by a Supplemental Work Authorization.

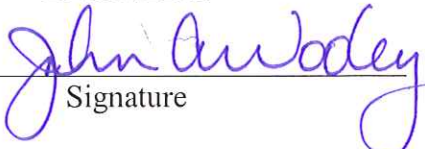
**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.



Project Name: IH 35 / SH 29 Turnaround Structures Pass-Through  
Finance Project Construction Materials Testing

**ATTACHMENT A (con't.)**

**Part 6.** This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:  
By:   
Signature  
John A. Wooley, P.E.  
Printed Name  
Senior Vice President  
Title  
July 1, 2008  
Date

COUNTY:  
By: \_\_\_\_\_  
Signature  
Dan Gattis  
Printed Name  
County Judge  
Title  
\_\_\_\_\_  
Date

**LIST OF EXHIBITS**

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule *(based on approved rates in PSA Exhibit II executed by  
Commissioners Court action)*

OK  
mm 7/20/08



**EXHIBIT II****HOURLY RATES****FEE SCHEDULE FOR GEOTECHNICAL FIELD,  
LABORATORY AND ENGINEERING SERVICES****1. Field Investigation**

1.1.	Mobilization and demobilization, per mobilization		
1.1.1	Drill truck, water truck, pickup, and crew .....	\$	3.00/mile
1.1.2	All-terrain drill rig, pickup, and crew .....	\$	5.00/mile
1.2.	All-terrain vehicle with drill rig (additional charge) .....	\$	400.00/day
1.3.	Drilling and sampling		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter .....	\$	14.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler for environmental screening .....	\$	30.00/foot
1.4.	Standard penetration tests .....	\$	19.00/each
1.5.	TxDOT cone penetration tests .....	\$	24.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.) .....	\$	20.00/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations).....	\$	24.00/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil.....	\$	12.00/foot
1.7.2	Rock .....	\$	18.00/foot
1.8.	Casing of boreholes.....	\$	12.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control .....	\$	155.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices.....		Cost + 15%
1.11.	Materials for piezometers, grouting, etc. ....		Cost + 15%
1.12.	Surveying or other outside contractors.....		Cost + 15%
1.13.	Traffic control .....		Upon Request
1.14.	Per diem for out-of-town assignments, per man .....	\$	125.00/night
1.15.	High-pressure steam cleaner .....	\$	350.00/day
1.16.	OVA meter .....	\$	350.00/day
1.17.	Steel drums for drill cuttings (delivered) .....	\$	60.00/each
1.18.	Plugging boreholes with bentonite/concrete slurry.....	\$	8.00/foot
1.19.	Cone penetrometer testing .....	\$	3,000.00/day



1.20	Automated Pavement Distress Data Collection .....	\$ 325.00/hour
1.21	Pavement Profile Testing (Longitudinal and Transverse) .....	\$ 250.00/hour
1.22	NonDestructiveNondestructive Pavement Deflection Testing	
1.22.1	Falling Weight Deflectometer (Daytime) .....	\$ 225.00/hour
1.22.2	Falling Weight Deflectometer (Nighttime) .....	\$ 250.00/hour
1.22.3	Heavy Wight Deflectometer (Daytime) .....	\$ 250.00/hour
1.22.4	Heavy Wight Deflectometer (Nighttime) .....	\$ 275.00/hour
<b>2.</b>	<b>Laboratory Tests</b>	
2.1.	Natural water content and soil classification .....	\$ 10.00/each
2.2.	Plastic and liquid limits.....	\$ 45.00/each
2.3.	Free swell test.....	\$ 85.00/each
2.4.	Pressure swell test.....	\$ 125.00/each
2.5.	Uniaxial pressure-strain test .....	\$ 50.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves) .....	\$ 45.00/each
2.7.	Percent material passing a single sieve .....	\$ 25.00/each
2.8.	Minus No. 200 sieve .....	\$ 35.00/each
2.9.	Hydrometer analysis .....	\$ 175.00/each
2.10.	Unit dry weight determination and natural water content .....	\$ 10.00/each
2.11.	Unconfined compression test, soil.....	\$ 35.00/each
2.12.	Unconfined compression test, rock .....	\$ 45.00/each
2.13.	Unconsolidated-undrained triaxial compression test .....	\$ 45.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test.....	\$ 185.00/each
2.15.	Modified Proctor (ASTM D-1577) compaction test.....	\$ 195.00/each
2.16.	TxDOT (TEX-113-E) compaction test .....	\$ 195.00/each
2.17.	California Bearing Ratio (CBR).....	\$ 200.00/point
2.19.	Consolidation test, 7-load increments .....	\$ 275.00/each
	Additional load increments .....	\$ 50.00/each
2.19.	Permeability of silt or clay .....	\$ 250.00/each
2.20.	Specific gravity.....	\$ 35.00/each
2.21.	Volumetric shrinkage .....	\$ 60.00/each
2.22.	Resilient Modulus testing.....	\$ 475/specimen
2.23	Chemical and analytical testing by outside laboratory .....	Cost + 15%
<b>3.</b>	<b>Engineering and Technical Personnel</b>	
3.1.	Senior Consultant/Project Principal.....	\$ 145.00/hour
3.2.	Senior Project Manager .....	\$ 135.00/hour
3.3.	Project Manager .....	\$ 125.00/hour
3.4	Project Engineer .....	\$ 100.00/hour
3.5	Project Geologist .....	\$ 90.00/hour
3.6	Laboratory Manager .....	\$ 90.00/hour
3.7.	Graduate Engineer .....	\$ 80.00/hour
3.8.	Senior Engineering Technician .....	\$ 65.00/hour
3.9.	Technician and Draftsperson .....	\$ 55.00/hour
3.10.	Word Processor .....	\$ 45.00/hour



**4. Report Reproduction and Miscellaneous**

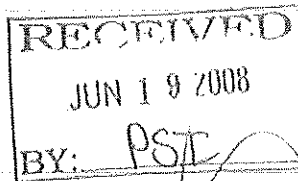
4.1.	Outside services, printing, reproduction, etc. ....	Cost + 15%
4.2.	Outside technical assistance .....	Cost + 15%
4.3.	Transportation.....	\$ 0.485/mile

**Rates for other tests and services quoted on request.**

**These rates will be in effect for 2007 and 2008 and will be revised subsequently.**



## FUGRO CONSULTANTS, INC.



Prime Strategies  
1508 South Lamar Boulevard  
Austin, Texas 78704

8613 Cross Park Drive  
Austin, Texas 78754  
Tel: 512-977-1800  
Fax: 512-973-9966

Proposal No. 1001-6714  
June 16, 2008

Attention: Mr. Michael Weaver

### Proposal for Remaining Construction Materials Testing IH35 @ SH29 Williamson County, Texas

#### Introduction

We are pleased to submit this proposal for providing on-site Construction Materials Testing (CMT) services for the above referenced project. In October of 2007, we contracted with Austin Bridge and Road to provide Construction Materials Testing services on this project. We have been informed that, as of May 1, 2008, our contract will be with Williamson County.

As requested by Mr. Clayton Weber of PBS&J, we have prepared an estimate of the fees remaining on this project, as of May 1, 2008.

#### Scope of Work

We understand that our services are strictly limited to collection of samples and performing tests, at the frequency, quantity and methods defined in the Project QAP. In general, we anticipate that our services will consist of:

- Earthwork Testing;
- Concrete Testing; and
- Asphalt Testing.

For placement and compaction of fill, backfill, natural subgrade, and pavement base material, we will provide a soil technician to perform required field density tests to monitor the contractor's compliance with specifications. To confirm pavement base material thickness, we will obtain cores of the base at two locations. Laboratory tests will consist of Atterberg limits, gradation analyses, and moisture density relationships.

Our duties for cast-in-place concrete monitoring will be slump testing, air content testing, molding compression test cylinders, and concrete compression testing. Concrete will be observed







Mr. Michael Weaver  
Prime Strategies

June 16, 2008  
Page 2 of 4

for slump at the point of placement, and one set of concrete cylinders will be cast at the specified frequency. It is our understanding that, after May 1, there will be up to 40 remaining cast-in-place structural concrete placements. The concrete supplier will provide all mix designs, including the constituent material test data required in the QAP for aggregates, cement, and fly ash.

Our technicians will also perform laboratory testing on the hot mix asphaltic concrete (HMAC). We will cut cores for determining field density and in-place thickness. It is our understanding that all laboratory tests will be performed by Fugro personnel, using the Supplier's laboratory facility and equipment. Laboratory testing will include molding of test specimens, laboratory densities, Hveem stability, determination of maximum theoretical density, asphalt content, and gradation. We understand that there will be up to 3 remaining days of asphalt paving lat down (Type A, B and C). Our estimate assumes that the Engineer will not require the Boil Test, the Indirect Tensile Test, the Tack Coat Adhesion Test, and the Ride Quality Test.

Our field technician(s) will immediately report results of field observations directly to the on-site job superintendent and owner's representative. We will assist the superintendent in identification and correction of any observed non-compliances with project specifications. In no case will our technician direct the contractor's operations, waive specifications, or make final acceptance of the contractor's work.

The scope of services proposed herein does not include inspection of any items at off-site fabrication plants; it is assumed fabrication plants employed by the contractor have their own QA/QC program to satisfy the project requirements.

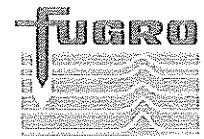
### **Terms and Conditions**

Our general conditions for materials testing services are presented in our existing Professional Services Agreement with Williamson County. For this project, we will utilize the rates established with the contractor up to this transition (Fee Schedule CMT-2007).

Materials testing services are for quality control purposes only. In no way are our personnel responsible for the job site safety of others, nor do they have stop-work authority. However, our personnel will conduct their work in a safe, workman-like manner, and will observe work-site safety requirements.







Mr. Michael Weaver  
Prime Strategies

June 16, 2008  
Page 3 of 4

Fugro's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

### **Proposed Budget**

Testing costs will vary depending on the construction schedule, project sequencing, overlapping of work, weather, and other factors. Our services will be provided on a part-time, on-call basis and will be billed in accordance with the attached fee schedule. For budgeting purposes, we estimate that our fees will be approximately \$16,353 as detailed in the attached breakdown.

\* \* \*







Mr. Michael Weaver  
Prime Strategies

June 16, 2008  
Page 4 of 4

To indicate acceptance of our proposal, please have the signature block below signed by a duly authorized person in the spaces provided and return the attached copy to us for our files.

We appreciate your consideration. If you have any questions, please contact us.

FUGRO CONSULTANTS, INC

A handwritten signature in black ink, appearing to read "John S. Landwermeyer".

John S. Landwermeyer, P.E.  
Senior Project Manager

H:\PROPS\2007\1001-6714 IH35 @ SH29\IP6714-A1 IH35@SH29.doc

Attachments

CLIENT:

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date







## GENERAL CONDITIONS FOR TECHNICAL SERVICES

1. Parties to This Agreement

CLIENT as used herein is the entity who authorizes performance of services by Fugro Consultants, Inc. (FUGRO) under the conditions stated herein. FUGRO as used herein includes, Fugro Consultants, Inc., its employees and officers, and its subcontractors and sub-consultants (including affiliated corporations).

2. On-site Responsibilities and Risks

2.1 Right-of-Entry. Unless otherwise agreed, CLIENT will furnish unfettered rights-of-entry and obtain permits as required for FUGRO to perform the fieldwork.

2.2 Damage to Property. FUGRO will take reasonable precautions to reduce damage to land and other property caused by FUGRO's operations. However, CLIENT understands that damage may occur and FUGRO's fee does not include the cost of repairing such damage. If CLIENT desires FUGRO to repair and/or pay for damages, FUGRO will undertake the repairs and add the pre-agreed cost to FUGRO's fee.

2.3 Toxic and Hazardous Materials. CLIENT will provide FUGRO with all information within CLIENT's possession or knowledge as to the potential occurrence of toxic or hazardous materials, or Biological Pollutants (as defined in 9. below) at the site being investigated. If unanticipated toxic or hazardous materials, or biological pollutants are encountered, FUGRO reserves the right to demobilize FUGRO's field operations at CLIENT's expense. Remobilization will proceed following consultation with FUGRO's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.

2.4 Utilities and Pipelines. While performing FUGRO's fieldwork, FUGRO will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. CLIENT agrees to defend, indemnify, and hold FUGRO harmless for any damages to such structures, pipelines, and utilities that are not called to FUGRO's attention and/or correctly shown on plans furnished to FUGRO.

2.5 Site Safety. FUGRO is not responsible for the job site safety of others, nor does FUGRO have stop-work authority over work by others. However, FUGRO will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of CLIENT that have been communicated to FUGRO in writing.

3. Standard of Care

3.1 FUGRO will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.

3.2 CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that FUGRO's data, interpretations, and recommendations are based solely on the information available to FUGRO, and FUGRO is not responsible for the interpretation by others of the information developed.

4. Limitation of Remedies

To the greatest extent permitted by law, CLIENT's sole remedy against FUGRO for claims and liabilities in any way arising out of or directly or indirectly related to FUGRO's work for CLIENT will not exceed an aggregate limit of \$50,000 or the amount of FUGRO's fee, whichever is greater, regardless of the legal theory under which remedy is sought, whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise. In the event CLIENT does not wish to limit FUGRO's remedy to this sum, and if CLIENT requests in writing prior to acceptance of this Agreement, FUGRO agrees to negotiate a greater remedy amount in exchange for an increase in scope and fee appropriate to the project and remedy risks involved.

5. Invoices and Payment

At FUGRO's discretion, invoices will be submitted at the completion of task elements, or monthly for services rendered. Payment is due upon presentation of FUGRO's invoice and is past due thirty- (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees or other costs incurred in collecting any delinquent amount.

6. Data, Records, Work Product and Report(s), and Samples

Data, Records, Work Product and Report(s) are FUGRO's property. All pertinent records relating to FUGRO's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period. FUGRO will retain samples of soil and rock for a minimum of 30 days after submission of FUGRO's report unless CLIENT advises FUGRO otherwise. Upon CLIENT's written request, for an agreed charge FUGRO will store or deliver the samples in accordance with CLIENT's instructions.

7. Indemnification

FUGRO and CLIENT shall indemnify each other from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence, including the negligence of the indemnifying party, and its employees, affiliated corporations, officers, and sub-tier parties in connection with the project.

8. Consequential Damages

Notwithstanding any other provision of this Agreement, CLIENT and FUGRO waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise.

9. Biological Pollutants

FUGRO's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. CLIENT agrees that FUGRO will have no liability for any claim regarding bodily injury or property damage alleged, arising from, or caused directly or indirectly by the presence of or exposure to any Biological Pollutants. In addition, CLIENT will defend, indemnify, and hold harmless FUGRO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants. If CLIENT requests in writing prior to acceptance of this Agreement, FUGRO will negotiate a greater limitation amount, and remove CLIENT's responsibilities, in exchange for an increase in fee to develop an expanded scope of work to provide biological pollutant protection.

10. Acceptance of Agreement

These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and FUGRO. FUGRO will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or purchase order acknowledgment forms are inapplicable to these GENERAL CONDITIONS and FUGRO's involvement in CLIENT's project.

11. Termination of Contract

CLIENT and FUGRO may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate FUGRO for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. FUGRO will terminate services without waiving any claims or incurring any liability.





## FEES FOR CONSTRUCTION MATERIALS TESTING SERVICES

1. Field Technicians	Regular Time <sup>(1)</sup>	Overtime <sup>(2)</sup>
1.1 Technician (NICET Level I or equivalent)	\$42.00/hr	\$ 52.00/hr
1.2 Senior Technician (NICET Level II, TxDOT Level 1A/1B, or equivalent)	\$47.00/hr	\$ 57.00/hr
1.3 Senior Supervising Technician (NICET Level III, TxDOT Level II, or equivalent)	\$80.00/hr	\$ 90.00/hr
1.4 Certified Welding Inspector	\$65.00/hr	\$ 75.00/hr
<b>2. Field Testing and Equipment</b>		
2.1 Transportation (Minimum \$30.00/trip)		\$ 0.485/mile
2.2 Nuclear Density Tests (In addition to technician time)		\$ 13.00/test
2.3 Torque Wrench		No Charge
2.4 Dye Penetrant & Magnetic Particle Supplies		Cost + 15%
2.5 Ultrasonic Testing Equipment		\$ 15.00/hr
2.6 Asphalt Coring Equipment		\$ 20.00/hr
2.7 Concrete Coring Equipment		\$ 20.00/hr + bit charge
2.8 Concrete Core Bit Charges		
2.8.1 3 inch-diameter Core		\$ 2.00/inch
2.8.2 4 inch-diameter Core		\$ 3.00/inch
2.8.3 6 inch-diameter Core		\$ 5.00/inch
(Other sizes quoted upon request)		
2.9 FACE® Dipstick Floor Flatness/Floor Levelness equipment		\$200.00/day
<b>3. Laboratory Testing - Soil</b>		
3.1 Natural Moisture Content		\$ 12.00/ea
3.2 Atterberg Limits		\$ 45.00/ea
3.3 Sieve Analysis - Soil (Nos. 4, 40, and 200)		\$ 45.00/ea
3.4 Percent Passing No. 200 Sieve		\$ 40.00/ea
3.5 Moisture Density Relationship (ASTM D 698)		\$175.00/ea
3.6 Moisture Density Relationship (ASTM D 1557)		\$185.00/ea
3.7 Moisture Density Relationship (TEX-113-E)		\$195.00/ea
3.8 Moisture Density Relationship (TEX-114-E)		\$195.00/ea
3.9 Texas Triaxial Compression Test on Base Material (TEX-117-E Part II)		\$150.00/specimen
3.10 Wet Ball Mill (TEX-116-E)		\$150.00/ea
3.11 Permeability of Silt or Clay (ASTM D 5084)		\$250.00/ea
3.12 Sample Remolding		\$ 35.00/ea
3.13 Sample Preparation (Soils with P.I. > 25)		\$ 40.00/sample
<b>4. Laboratory Tests - Concrete and Cement</b>		
4.1 Concrete Mix Design		Quoted on Request
4.2 Aggregate Sieve Analysis		\$ 50.00/ea
4.3 Specific Gravity of Aggregate		\$ 30.00/ea
4.4 Absorption of Aggregate		\$ 25.00/ea
4.5 Unit Weight of Aggregate		\$ 25.00/ea
4.6 Concrete Cylinder Compressive Strength (ASTM C 39)		\$ 16.00/ea







4.7	Beam Flexural Strength (ASTM C 78)	\$ 40.00/ea
4.8	Mortar Cube Compressive Strength (ASTM C780)	\$ 16.00/ea
4.9	Grout Specimen Compressive Strength (ASTM C1019)	\$ 40.00/ea
4.10	Concrete Masonry Unit Strength (ASTM C780)	\$ 75.00/ea
4.11	Concrete Masonry Unit Prism Strength (ASTM C1314)	\$ 150.00/ea
4.12	Drilled Core Compressive Strength (ASTM C42)	\$ 50.00/ea
<b>5.</b>	<b>Laboratory Testing - Asphalt and Roofing</b>	
5.1	Mix Design (Hveem or Marshall Method)	Quoted on Request
5.2	Molding Test Specimens, Bulk Density, and Stability (3 per set)	\$ 80.00/set
5.3	Determine Maximum Theoretical Density	\$ 40.00/ea
5.4	Flow Value	\$ 20.00/ea
5.5	Swell Value	\$ 90.00/ea
5.6	Stripping Test	\$ 75.00/ea
5.7	Asphalt Content (Ignition Oven) and Aggregate Gradation	\$165.00/ea
5.8	Bulk Specific Gravity of Asphalt Core	\$ 25.00/ea
5.9	Roof Ballast Sieve Analysis	\$ 50.00/ea
5.10	Oven Dried Moisture Content of Roofing Materials	\$ 25.00/ea
5.11	Laboratory Density of Field Cut Fireproofing	\$ 25.00/ea
5.12	Ignition Oven Mixture Calibration Fee (common / local mix)	\$100.00/ea
5.13	Ignition Oven Mixture Calibration Fee (uncommon / non-local mix)	\$400.00/ea
<b>6.</b>	<b>Laboratory Testing - Structural Steel</b>	
	Weld Procedure and Welder Qualification Testing Rates	Quoted on Request
<b>7.</b>	<b>Report Preparation</b>	
7.1	Word Processing	\$ 40.00/hr
7.2	Drafting	\$ 55.00/hr
7.3	Reproduction	\$ 0.15/copy
7.4	Postage	Cost
<b>8.</b>	<b>Engineering Consultation</b>	
8.1	Senior Consultant or Project Principal	\$135.00/hr
8.2	Project Manager	\$125.00/hr
8.3	Project Engineer	\$ 95.00/hr
8.4	Laboratory Manager	\$ 95.00/hr
<b>9.</b>	<b>Outside Services</b>	Cost + 15%

**Rates for other services quoted on request**

- Notes: (1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.
- (2) Overtime rates are applicable to time worked in excess of 8 hours per day, Monday through Friday; hours worked before 7:00 am and after 6:00 pm; and all hours worked on Saturdays, Sundays, and holidays.







**ESTIMATED REMAINING CONSTRUCTION MATERIALS TESTING FEES**  
**IH35 @ SH29**  
**WILLIAMSON COUNTY**

Description	May 2 -30 Qty	>May 30 Qty	Total Qty	Unit Price	Extension	Subtotal
<b>Earthwork</b>						
Field Density Tests	8	4	12 ea	\$13.00	\$156.00	
Technician	9	6	15 hr	\$42.00	\$630.00	
Overtime	2	0	2 hr	\$52.00	\$104.00	
Trip Charge	6	2	8 ea	\$30.00	\$240.00	\$1,130.00
<b>Laboratory Testing for Soil and Base</b>						
Proctor Density	1	0	1 ea	\$195.00	\$195.00	
Atterberg Limits	1	0	1 ea	\$45.00	\$45.00	
Sieve Analysis	1	0	1 ea	\$45.00	\$45.00	
Triaxial	0	0	0 ea	\$150.00	\$0.00	
Wet Ball	0	0	0 ea	\$150.00	\$0.00	\$285.00
<b>Concrete Placement - Structural</b>						
Concrete Cylinders	56	144	200 ea	\$16.00	\$3,200.00	
Concrete Beams	0	0	0 ea	\$40.00	\$0.00	
Technician	32	88	120 hr	\$42.00	\$5,040.00	
Overtime	0	0	0 hr	\$52.00		
Trip Charge	11	29	40 ea	\$30.00	\$1,200.00	\$9,440.00
<b>Concrete Cylinder Pick up</b>						
Technician	15	40	55 hr	\$42.00	\$2,310.00	
Overtime	0	0	0 hr	\$52.00		
Trip Charge	6	14	20 ea	\$30.00	\$600.00	\$2,910.00
<b>Hot-Mix Asphaltic Concrete</b>						
Technician	0	24	24 hr	\$42.00	\$1,008.00	
Overtime	0	0	0 hr	\$52.00		
Trip Charge	0	3	3 ea	\$30.00	\$90.00	\$1,098.00
<b>Laboratory Testing for Asphalt</b>						
Bulk Density/Stability	0	0	0 set	\$80.00	\$0.00	
Ignition Oven Correlation	0	0	0 ea	\$400.00	\$0.00	
Asphalt Content/Gradation	0	0	0 ea	\$165.00	\$0.00	
Max Theoretical Density	0	0	0 ea	\$40.00	\$0.00	
Hamburg Wheel Tracker	0	0	0 ea	\$580.00	\$0.00	
Asphalt Coring Equipment	0	6	6 hr	\$20.00	\$120.00	
Specific Gravity of Asphalt core	0	6	6 ea	\$25.00	\$150.00	\$270.00
<b>Project Management</b>						
Project Manager, P.E.	1.75	2.25	4 hr	\$125.00	\$500.00	
Senior Supervising Technician	0	2	2 hr	\$80.00	\$160.00	
Word Processor	5.75	8.25	14 hr	\$40.00	\$560.00	\$1,220.00
<b>Total Estimated Project Cost</b>						<b>\$16,353.00</b>





## HNTB Supp. #3 to PSA Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Marie Walters, Road Bond  
Department: Road Bond  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Discuss and consider approving HNTB Supplemental #3 to their Professional Service Agreement (PSA).

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [HNTB Supp. #3 to PSA](#)

---

### Form Routing/Status

Form Started By: Marie Walters  
Started On: 07/23/2008 03:33 PM  
Final Approval Date: 07/24/2008

---








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

**ENGINEER:**

By:   
Signature

Richard L. Ridings, P.E.  
Printed Name

Vice President  
Title

7/23/08  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

Judge Dan A. Gattis  
Printed Name

Williamson County Judge  
Title

\_\_\_\_\_  
Date

OK  
m 7/23/08



## TxDOT Off-System Safety Projects payment re Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Marie Walters, Road Bond  
**Department:** Road Bond  
**Agenda Area:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and consider authorizing the TxDOT request for remaining payment for the Off-System Safety Projects Advance Funding Agreements (AFA) executed by Williamson County on November 6, 2007. Final project costs and amounts due attached.

#### Background

The three (3) Off-System Safety Projects (CR 279, CR 200 and CR 336) AFA's were executed on 11/06/2007 and initial payments were issued to TxDOT. The remaining balance is due 30-days before construction begins. In the attached payment request, TxDOT provides actual project costs along with the ultimate amounts due for each project. Also, attached are copies of the County executed AFA's and check # and amounts for initial payments.

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

### Attachments

Link: [TxDOT Off-System Safety Projects payment request](#)  
 Link: [CR 279 AFA #0914-05-144](#)  
 Link: [CR 200 AFA #0914-05-145](#)  
 Link: [CR 336 AFA #0914-05-146](#)  
 Link: [E-mail from Auditor's office re: Payments](#)

### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/23/2008 04:28 PM	APRV
4	Prime Strategies Inc (Originator)	Marie Walters	07/24/2008 11:10 AM	APRV

Form Started By: Marie Walters  
 Started On: 07/23/2008 04:25 PM  
 Final Approval Date: 07/24/2008





## Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

July 3, 2008

Williamson County  
CSJ: 0914-05-144, 0914-05-145 and 0914-05-146  
CR 279, CR 200 and CR 336  
Off-System Safety Projects

Honorable Dan Gattis, Sr.  
County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

Dear Judge Gattis:

The above referenced projects on various county roads consist of improving guardrail and safety treating fixed objects under the Off-System Safety Program. The bid opening date is scheduled for September 9-10, 2008. As required by Advance Funding Agreements executed December 5 & 6, 2007, the balance of the estimated cost of construction including engineering and contingencies is due at least thirty (30) days prior to the date set for advertising for the construction bids. Therefore, a check made payable to the Texas Department of Transportation Trust Fund, in the amount of \$62,659.24 (\$18,960.03+\$37,248.11+\$6,451.10) is due no later than **August 19, 2008** to keep this project on the September letting. A copy of the latest engineer's estimate is attached.

If you have any questions, you can contact me at (512) 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.  
District Design Engineer-AUS

cc: John Wagner, P.E., Area Engineer  
Chris Hatla  
Danny Stabeno



CONTRACT NO. 00000000  
 PROJECT STP 2008(453)HES  
 CONTROL 0914-05-144  
 HIGHWAY CR  
 COUNTY WILLIAMSON  
 DISTRICT 14

PLANS ESTIMATE  
 TEXAS DEPARTMENT OF TRANSPORTATION

LINE ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
TAPERED MATCH:							
DISTRICT 14 COUNTY WILLIAMSON CONTROL 0914-05-144 LENGTH 7.000 STP 2008(453)HES							
TYPE: IMPROVE GUARDRAIL AND SAFETY TREAT							
LIMITS FROM: COUNTY RD 279 FR LIBERTY HILL SCL							
TO : TO RM 2243							
CONTINGENCY %: 8.00 INDIRECT %: 5.61 ENGINEERING %: 9.00							
100 PREPARED: JUNE 2008							
500 ROADWAY							
NET LENGTH 7.000 MILES							
600	0150	2002	BLADING	HR	24.000	\$	2,520.00
700	0164	2021	CELL FBR MLCH SEED(PERM)(RURAL)(SANDY)	SY	3,389.000	105.000	677.80
800	0164	2029	CELL FBR MLCH SEED(TEMP)(WARM)	SY	1,694.000	.200	338.80
900	0164	2031	CELL FBR MLCH SEED(TEMP)(COOL)	SY	1,694.000	.200	338.80
1000	0168	2001	VEGETATIVE WATERING	MG	102.000	12.000	1,224.00
1100	0467	2288	SET (TY II) (24 IN) (RCP) (6:1) (P)	EA	2.000	900.000	1,800.00
1200	0467	2301	SET (TY II) (18 IN) (CMP) (6:1) (P)	EA	2.000	850.000	1,700.00
1300	0467	2335	SET (TY II) (DES 1) (CMP) (6:1) (P)	EA	2.000	900.000	1,800.00
1400	0467	2336	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	34.000	750.000	25,500.00
1500	0467	2337	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	4.000	1,200.000	4,800.00
1600	0500	2001	MOBILIZATION	LS	12,375.170	1.000	12,375.17
1700	0502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.000	5,350.000	5,350.00
1800	0506	2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	3,410.000	2.700	9,207.00
1900	0540	2001	MTL W-BEAM GD FEN (TIM POST)	LF	1,900.000	19.000	36,100.00
2000	0540	2005	TERMINAL ANCHOR SECTION	EA	10.000	575.000	5,750.00
2100	0542	2001	REMOVING METAL BEAM GUARD FENCE	LF	300.000	2.500	750.00
2200	0542	2002	REMOVING TERMINAL ANCHOR SECTION	EA	11.000	155.000	1,705.00
2300	0544	2006	GDRAIL END TRT(LINST)(WOOD POST)(TY III)	EA	18.000	2,350.000	42,300.00
2400	0560	2004	MAILBOX INSTALL-S (WC-POST) TY 3 FND	EA	30.000	140.000	4,200.00
2500	0560	2005	MAILBOX INSTALL-D (WC-POST) TY 3 FND	EA	2.000	170.000	340.00
2600	0560	2009	MAILBOX INSTALL-M (TWG-POST) TY 1 FND	EA	1.000	300.000	300.00
2700	0658	2241	INSTL DEL ASSM (D-SW) SZ 1 (FLX)GF2(BI)	EA	41.000	55.000	2,255.00



LINE NO.	ITEM CODE	DESC NO.	S.P. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
2800	0658	2314		INSTL OM ASSM (OM-2X) (WC) GND	EA	12.000	\$ 60.000	720.00
SUBTOTAL \$ 162,051.57								
CONTINGENCIES 12,964.13								
INDIRECT -9,091.09								
ENGINEERING 14,584.64								
TOTAL ROADWAY \$ -198,691.43								

SUMMARY: CONTROL 0914-05-144 PROJECT STP 2008(453)HES

ROADWAY

ESTIMATED COST	LENGTH
\$ 198,691.43	7.000
\$ 198,691.43	7.000
\$ 162,051.57	
TOTAL PROJECT	
TOTAL BID ITEMS	

FUNDING TOTALS

APPN CODE	APPL PCT	TOTAL PROJ COST	FED PCT	FED FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE CODE	MULT
LS3	100.0	\$ 198,691.43	90.0	\$ 178,822.28	0.0	\$ 0.00	10.0	\$ 19,869.14		

188,620.38  
x 1070  
18,960.03  
(15)



CONTRACT NO. 00000000  
 PROJECT STP 2008 (401) HES  
 CONTROL 0914-05-145  
 HIGHWAY CR  
 COUNTY WILLIAMSON  
 DISTRICT 14

PLANS ESTIMATE  
 TEXAS DEPARTMENT OF TRANSPORTATION

LINE ITEM NO.	DESC	S.P. CODE	NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
PWP: N EDCP: TAPERED MATCH:								
DISTRICT 14	COUNTY WILLIAMSON	CONTROL 0914-05-145	LENGTH 7.200	STP 2008 (401) HES				
TYPE: IMPRV GUARDRL & SAFETY TREAT OBJET								
LIMITS FROM: CR 200 FROM CR 236								
TO : TO SH29								
CONTINGENCY %: 8.00 INDIRECT %: 5.61 ENGINEERING %: 9.00								
100 PREPARED: JUNE 2008								
500 ROADWAY								
NET LENGTH 7.200 MILES								
600	0100	2002	002	PREPARING ROW	STA	2.000	\$	4,600.00
700	0104	2009		REMOVING CONC (RIPRAP)	SY	28.000		266.00
800	0104	2031		REMOVING CONC (HEADWALL)	CY	13.000		4,030.00
900	0110	2002		EXCAVATION (CHANNEL)	CY	150.000		750.00
1000	0132	2019		EMBANKMENT (VEHICLE) (ORD COMP) (TY B)	CY	120.000		2,040.00
1100	0150	2002		BLADING	HR	35.000		3,675.00
1200	0164	2021	002	CELL FBR MLCH SEED(PERM) (RURAL) (SANDY)	SY	4,278.000		855.60
1300	0164	2029	002	CELL FBR MLCH SEED(TEMP) (WARM)	SY	2,139.000		427.80
1400	0164	2031	002	CELL FBR MLCH SEED(TEMP) (COOL)	SY	2,139.000		427.80
1500	0168	2001		VEGETATIVE WATERING	MG	128.000		1,536.00
1600	0400	2006		CUT & RESTORING PAV	SY	25.000		2,125.00
1700	0432	2066		RIPRAP (CONC) (CL B)	CY	12.500		3,812.50
1800	0450	2011		RAIL (TY T6)	LF	128.000		7,936.00
1900	0459	2011		GABION MATTRESSES (GALV) (12 IN)	SY	150.000		7,800.00
2000	0460	2003		CMP AR (GAL STL DES 2)	LF	6.000		276.00
2100	0460	2014		CMP AR (GAL STL DES 3)	LF	70.000		3,150.00
2200	0460	2015		CMP AR (GAL STL DES 2)	LF	8.000		384.00
2300	0464	2005		RC PIPE (CL III) (24 IN)	LF	4.000		260.00
2400	0467	2224		SET (TY II) (24 IN) (RCP) (4:1) (C)	EA	2.000		1,700.00
2500	0467	2260		SET (TY II) (18 IN) (CMP) (4:1) (C)	EA	2.000		2,400.00
2600	0467	2286		SET (TY II) (18 IN) (RCP) (6:1) (P)	EA	1.000		580.00
2700	0467	2299		SET (TY II) (12 IN) (CMP) (6:1) (P)	EA	4.000		2,800.00



LINE NO.	ITEM CODE	DESC	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
2800	0467	2301			SET (TY II) (18 IN) (CMP) (6:1) (P)	EA	7.000	\$ 850.000	\$ 5,950.00
2900	0467	2303			SET (TY II) (24 IN) (CMP) (6:1) (P)	EA	2.000	1,100.000	2,200.00
3000	0467	2322			SET (TY II) (DES 2) (CMP) (4:1) (C)	EA	2.000	1,050.000	2,100.00
3100	0467	2323			SET (TY II) (DES 3) (CMP) (4:1) (C)	EA	2.000	800.000	1,600.00
3200	0467	2329			SET (TY II) (DES 2) (CMP) (6:1) (C)	EA	2.000	750.000	1,500.00
3300	0467	2330			SET (TY II) (DES 3) (CMP) (6:1) (C)	EA	2.000	825.000	1,650.00
3400	0467	2336			SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	46.000	750.000	34,500.00
3500	0467	2337			SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	10.000	1,200.000	12,000.00
3600	0467	2565			SET (TY I) (S-28 FT) (HW=4 FT) (4:1) (C)	EA	2.000	12,000.000	24,000.00
3700	0467	2566			SET (TY I) (S-30 FT) (HW=4 FT) (4:1) (C)	EA	2.000	12,000.000	24,000.00
3800	0496	2016			REMOV STR (PIPE)	EA	1.000	300.000	300.00
3900	0500	2001	005		MOBILIZATION	LS	23,641.740	1.000	23,641.74
4000	0502	2001	033		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.000	5,350.000	5,350.00
4100	0506	2034	010		TEMPORARY SEDIMENT CONTROL FENCE	LF	5,095.000	2.700	13,756.50
4200	0540	2001			MTL W-BEAM GD FEN (TIM POST)	LF	2,725.000	19.000	51,775.00
4300	0540	2005			TERMINAL ANCHOR SECTION	EA	15.000	575.000	8,625.00
4400	0542	2001			REMOVING METAL BEAM GUARD FENCE	LF	378.000	2.500	945.00
4500	0542	2002			REMOVING TERMINAL ANCHOR SECTION	EA	10.000	155.000	1,550.00
4600	0544	2002			GUARDRAIL END TREATMENT (MOVE & RESET)	EA	1.000	1,050.000	1,050.00
4700	0544	2006			GUARDRAIL END TRT (INST) (WOOD POST) (TY III)	EA	15.000	2,350.000	35,250.00
4800	0560	2004	001		MAILBOX INSTALL-S (WC-POST) TY 3 FND	EA	53.000	140.000	7,420.00
4900	0560	2005	001		MAILBOX INSTALL-D (WC-POST) TY 3 FND	EA	7.000	170.000	1,190.00
5000	0560	2009	001		MAILBOX INSTALL-M (TWG-POST) TY 1 FND	EA	3.000	300.000	900.00
5100	0658	2241			INSTL DEL ASSM (D-SW) SZ 1 (FLX) GF2 (BI)	EA	53.000	55.000	2,915.00
5200	0658	2314			INSTL OM ASSM (OM-2X) (WC) GND	EA	31.000	60.000	1,860.00
5300	0752	2025			TREE REMOVAL (24"-30" DIA)	EA	1.000	500.000	500.00

SUBTOTAL \$ 318,359.94  
CONTINGENCIES 25,468.80  
INDIRECT ~~17,859.99~~  
ENGINEERING 28,652.39

TOTAL ROADWAY

\$ 390,341.12

372,481.13  
x 100%  
(66) 37,248.11

SUMMARY: CONTROL 0914-05-145 PROJECT STP 2008(401)HES

ROADWAY	ESTIMATED COST	LENGTH
	\$ 390,341.12	7.200
TOTAL PROJECT	\$ 390,341.12	7.200
TOTAL BID ITEMS	\$ 318,359.94	

## FUNDING TOTALS

APPN CODE	APPL PCT	TOTAL PROJ COST	FED PCT	FEDERAL FUNDS	STA PCT	STATE FUNDS	LOC PCT	LOCAL FUNDS	PARTICIPATION TYPE CODE MULT
LS3	100.0	\$ 390,341.12	90.0	\$ 351,307.00	0.0	\$ 0.00	10.0	\$ 39,034.11	



CONTRACT NO. 00000000  
PROJECT STP 2008(454)HES  
CONTROL 0914-05-146  
HIGHWAY CR  
COUNTY WILLIAMSON  
DISTRICT 14

PLANS ESTIMATE  
TEXAS DEPARTMENT OF TRANSPORTATION

LINE ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
---------------	-----------	----------	-----	-------------	------	--------------------	----------------	--------

PWP: EDCP: TAPERED MATCH:

DISTRICT 14 COUNTY WILLIAMSON CONTROL 0914-05-146 LENGTH 1.900 STP 2008(454)HES

TYPE: IMPRV GRDRL & SAFETY TREAT EX OBJEC  
LIMITS FROM: COUNTY RD 336 FR FM 971  
TO : TO SH 95

CONTINGENCY %: 8.00 INDIRECT %: 5.61 ENGINEERING %: 9.00

100 PREPARED: JUNE 2008

500 ROADWAY

NET LENGTH 1.900 MILES

600	0104	2031		REMOVING CONC (HEADWALL)	CY	0.800	\$	310.000	\$	248.00
700	0150	2002		BLADING	HR	3.000		105.000		315.00
800	0164	2021	002	CELL FBR MLCH SEED(PERM) (RURAL) (SANDY)	SY	1,056.000		.200		211.20
900	0164	2029	002	CELL FBR MLCH SEED(TEMP) (WARM)	SY	528.000		.200		105.60
1000	0164	2031	002	CELL FBR MLCH SEED(TEMP) (COOL)	SY	528.000		.200		105.60
1100	0168	2001		VEGETATIVE WATERING	MG	32.000		12.000		384.00
1200	0467	2301		SET (TY II) (18 IN) (CMP) (6:1) (P)	EA	4.000		850.000		3,400.00
1300	0467	2323		SET (TY II) (DES 3) (CMP) (4:1) (C)	EA	2.000		800.000		1,600.00
1400	0467	2336		SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	2.000		750.000		1,500.00
1500	0496	2006		REMOV STR (HEADWALL)	EA	2.000		805.000		1,610.00
1600	0496	2008		REMOV STR (BOX CULVERT)	LF	25.000		52.000		1,300.00
1700	0500	2001	005	MOBILIZATION	LS	4,100.700		1.000		4,100.70
1800	0502	2001	033	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.000		5,350.000		5,350.00
1900	0506	2034	010	TEMPORARY SEDIMENT CONTROL FENCE	LF	1,075.000		2.700		2,902.50
2000	0540	2001		MTL W-BEAM GD FEN (TIM POST)	LF	500.000		19.000		9,500.00
2100	0542	2002		REMOVING TERMINAL ANCHOR SECTION	EA	5.000		155.000		775.00
2200	0544	2006		GDRAIL END TRT(INST) (WOOD POST) (TY III)	EA	9.000		2,350.000		21,150.00
2300	0560	2004	001	MAILBOX INSTALL-S (WC-POST) TY 3 FND	EA	1.000		140.000		140.00
2400	0658	2241		INSTL DEL ASSM (D-SW) SZ 1 (FLX)GF2(BI)	EA	8.000		55.000		440.00

SUBTOTAL \$ 55,137.60  
CONTINGENCIES 4,411.01  
INDIRECT ~~3,093.22~~  
ENGINEERING 4,962.38

TOTAL ROADWAY

\$ 67,604.21

\*64,510.99  
1070  
(66) 6,451.10



SUMMARY: CONTROL 0914-05-146 PROJECT STP 2008(454)HES

		ESTIMATED COST		LENGTH
ROADWAY		\$	67,604.21	1.900
TOTAL PROJECT		\$	67,604.21	1.900
TOTAL BID ITEMS		\$	55,137.60	

FUNDING TOTALS									
APPN	APPL	TOTAL	FED	FEDERAL	STA	STATE	LOC	LOCAL	PARTICIPATION
CODE	PCT	PROJ COST	PCT	FUNDS	PCT	FUNDS	PCT	FUNDS	TYPE CODE MULT
LS3	100.0	\$ 67,604.21	90.0	\$ 60,843.78	0.0	\$ 0.00	10.0	\$ 6,760.42	



## CONTRACT SUMMARY

## LENGTH

## ESTIMATED COST

0914-05-144	STP 2008(453)HES				
ROADWAY		\$	198,691.43		7.000
	TOTAL 0914-05-144	\$	198,691.43	489,600.34	7.000
0914-05-145	STP 2008(401)HES	\$	390,341.12		7.200
ROADWAY		\$	390,341.12	372,481.13	7.200
0914-05-146	STP 2008(454)HES	\$	67,604.21		1.900
ROADWAY		\$	67,604.21	64,510.99	1.900
	TOTAL 0914-05-146	\$	67,604.21	636,592.46	16.100
	TOTAL BID ITEMS	\$	535,549.11		
	TOTAL CONTINGENCIES COST	\$	42,843.94		
	TOTAL INDIRECT COST	\$	30,044.30		
	TOTAL ENGINEERING COST	\$	48,199.41		
	TOTAL MISCELLANEOUS COST	\$	0.00		
	TOTAL COST	\$	656,636.76	636,592.46	

x 10.70

\$ 6,226,592.44



TEXAS DEPARTMENT OF TRANSPORTATION

CONTRACT SUMMARY

CONTRACT NUMBER	PROJECT NUMBER	COUNTY	TOTAL BID	TOTAL BID + C&IE
000000000	STP 2008(453)HES,ETC.	246	\$ 535,549.11	\$ 656,636.77
TOTALS			\$ 535,549.11	\$ 656,636.77



STATE OF TEXAS

\*

THE COMMISSIONERS COURT  
OF

COUNTY OF WILLIAMSON

\*

WILLIAMSON COUNTY, TEXAS

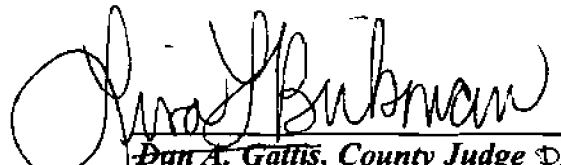
KNOW ALL MEN BY THESE PRESENT that on this, the 6<sup>th</sup> day of November, 2007 the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

### RESOLUTION:

WHEREAS, An Agreement with Texas Department of Transportation for Williamson County #0914-05-144 CR 279: Liberty Hill School to Old RM 2243. The Project consists of the construction of guardrail improvements and safety treatment of fixed objects which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this 6<sup>th</sup> day of November 2007

  
Dan A. Gallis, County Judge Pro Tem  
Lisa L. Birlman

Attest:

  
Nancy E. Rister, County Clerk





# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

October 4, 2007

*OK to process  
OK to process w/ resolution  
P-75 - change check  
M*

Williamson County  
0914-05-145  
CR 200: CR 236 to SH 29

Honorable Dan Gattis, Sr.  
County Judge  
301 SE Interloop, Ste 109  
Georgetown, Texas 76526


Dear Judge Gattis:

Enclosed are two original Advance Funding Agreements for a Hazard Elimination/Safety Project Off-System for the above project. The Project consists of the construction of guardrail improvements and the safety treatment of fixed objects.

Please return two signed and dated documents for further processing by this office. An executed copy will be returned for your records. A minimum of \$1,792 made payable to the Texas Department of Transportation Trust Fund will be required prior to any preliminary engineering work done by the State. The amount of the latest engineers estimate including engineering and contingencies will be required prior to the State's advertisement for bids.

If you have any questions, please contact me at 832-7050.

Sincerely,

  
Patricia L. Crews-Weight, P.E.  
Director of Design

cc: John Wagner, P.E., Area Engineer  
Mike Walker  
Chris Hatla



STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

 **ORIGINAL**

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
For A  
Hazard Elimination/Safety Project (Off-System)**

**THIS Local Project Advance Funding Agreement (LPAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Williamson County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order 108812 that provides for the development of, and funding for, the project describe herein; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated \_\_\_\_\_, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. **Scope of Work**  
The scope of work for this LPAFA is described as guardrail improvement and safety treatment of fixed objects at the location shown on the Map in Attachment B.
5. **Right of Way and Real Property** shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.
6. **Adjustment of utilities** will be provided by the Local Government as required and as stated in the Master Agreement without exception.



7. The Environmental Assessment and Mitigation Development of a local transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. For this Project
  - a. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement, unless provided for otherwise in the specific project agreement.
  - b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
  - c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
  - d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the State. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law. The design shall conform to the AASHTO design criteria and the engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related hereto.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.
10. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
  - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement.
  - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
  - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless otherwise provided for in this Agreement or through amendment of this agreement.
  - d. Prior to the performance of any engineering or review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.



- e. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- f. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Document and Information Exchange.  
Does not apply to this Project

14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.

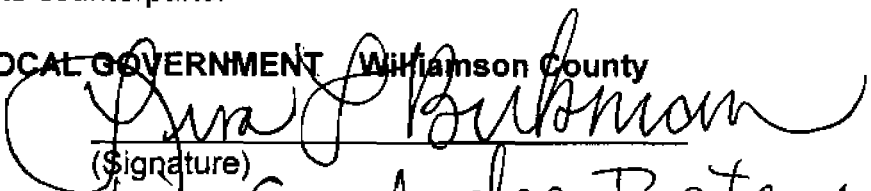
15. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.



**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT** Williamson County

By:   
(Signature)  
Title: ~~Clk~~ Co. Judge Pro Tem  
Date: 11-6-07

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Janice Mullenix  
Director of Contract Services Section  
Office of General Counsel  
Texas Department of Transportation

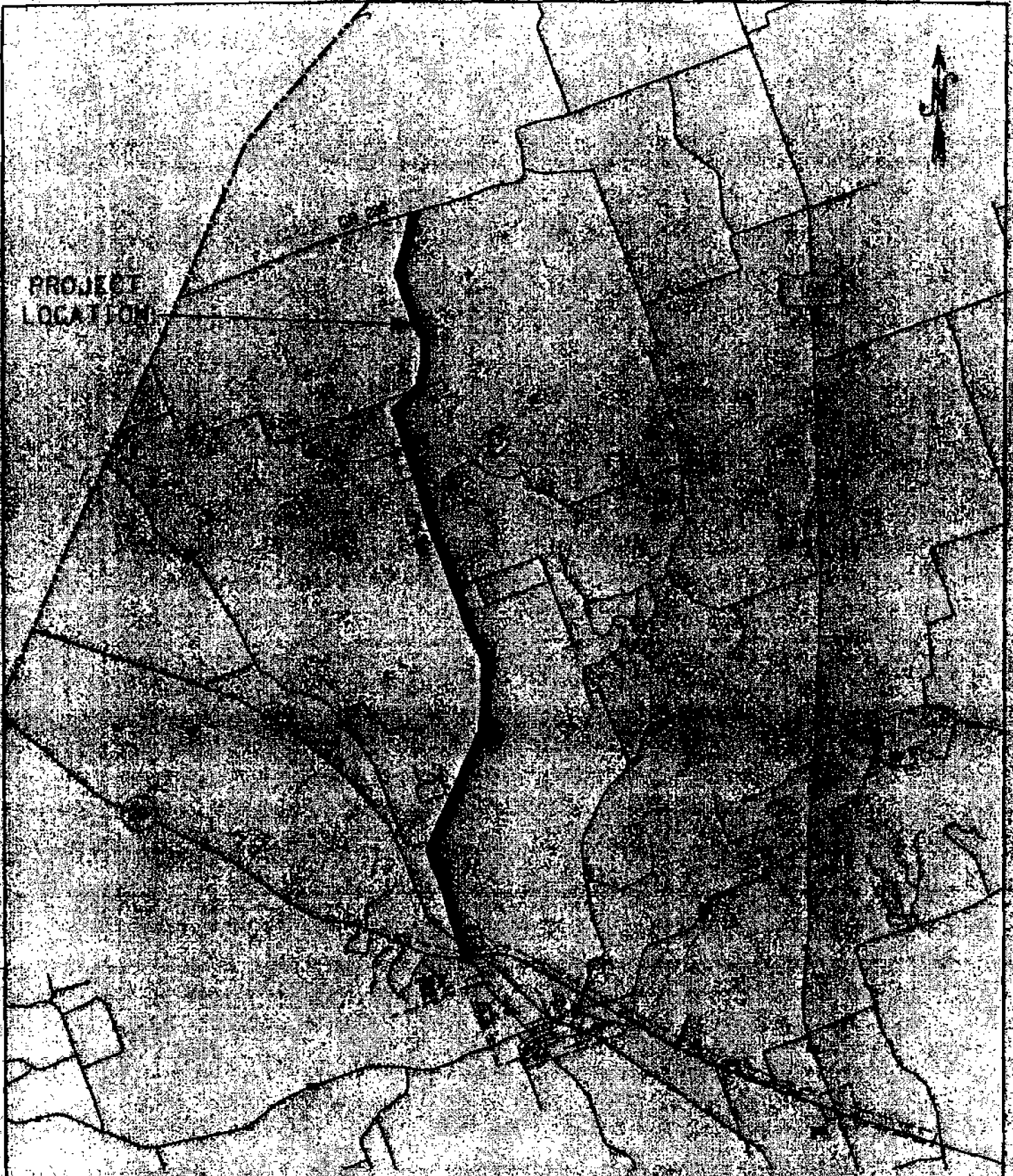
Date: \_\_\_\_\_



**ATTACHMENT A**  
**Resolution of Local Government**  
**Approving This LPAFA**



# LOCATION MAP



FED. RD. DIV. #	TEXAS	DISTRICT 14
ROADWAYS: CR 200	FROM: SH 28	TO: CR 236
PROJECT: OFF SYSTEM HES	COUNTY: WILLIAMSON	

LOCATION MAP  
TASK NO. 88





### ATTACHMENT C

#### Project Budget Estimate and Source Of Funds

The Local Government will participate in the cost of the installation of guardrail improvements and safety treatment of fixed objects on CR 200 from CR 236 to SH 29, which is an off-system location. The Local Government's participation is 10% of the cost of this particular improvement and the other 90% will be paid for with federal funds. The Local Government's estimated participation of this additional work is \$15,654, including preliminary engineering, construction items, and engineering and contingencies, and Direct Costs. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Guardrail improvement and safety treatment of fixed objects	\$119,500	90%	\$107,550	0%	\$0	10%	\$11,950
Preliminary Engineering (including plan review)(15%)	\$17,925	90%	\$16,133	0%	\$0	10%	\$1,792
Construction Engineering and Inspection (17%)	\$20,315	90%	\$18,284	0%	\$0	10%	\$2,031
Subtotal	\$157,740		\$141,967		\$0		\$15,773
Indirect State Costs (no local participation required except for service projects)	\$0		\$0		\$0		\$0
TOTAL	\$157,740	\$141,967		\$0		\$15,773	

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (10%) = \$15,773**

This is an estimate only; final participation amounts will be based on actual charges to the project.





# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

October 4, 2007

OK to  
process w/  
resolution  
ck to P-75  
M

Williamson County  
0914-05-146  
CR 336: From FM 971 to SH 95

Honorable Dan Gattis, Sr.  
County Judge  
301 SE Interloop, Ste 109  
Georgetown, Texas 76526

Dear Judge Gattis:

Enclosed are two original Advance Funding Agreements for a Hazard Elimination/Safety Project Off-System for the above project. The Project consists of the construction of guardrail improvements and the safety treatment of fixed objects.

Please return two signed and dated documents for further processing by this office. An executed copy will be returned for your records. A minimum of \$2,022 made payable to the Texas Department of Transportation Trust Fund will be required prior to any preliminary engineering work done by the State. The amount of the latest engineers estimate including engineering and contingencies will be required prior to the State's advertisement for bids.

If you have any questions, please contact me at 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.  
Director of Design

cc: John Wagner, P.E., Area Engineer  
Mike Walker  
Chris Hatla



STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

 **ORIGINAL**

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
For A  
Hazard Elimination/Safety Project (Off-System)**

**THIS Local Project Advance Funding Agreement (LPAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Williamson County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order 108812 that provides for the development of, and funding for, the project describe herein; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated \_\_\_\_\_, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. **Scope of Work**  
The scope of work for this LPAFA is described as guardrail improvement and safety treatment of fixed objects at the location shown on the Map in Attachment B.
5. **Right of Way and Real Property** shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.
6. **Adjustment of utilities** will be provided by the Local Government as required and as stated in the Master Agreement without exception.



7. The Environmental Assessment and Mitigation Development of a local transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. For this Project
  - a. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement, unless provided for otherwise in the specific project agreement.
  - b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
  - c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
  - d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the State. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law. The design shall conform to the AASHTO design criteria and the engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related hereto.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.
10. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
  - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement.
  - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
  - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless otherwise provided for in this Agreement or through amendment of this agreement.
  - d. Prior to the performance of any engineering or review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.



- e. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
  - f. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
  - g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
  - h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
13. Document and Information Exchange.  
Does not apply to this Project
14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.
16. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.



IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT Williamson County

By:

(Signature)

Title:

Date:

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:

Janice Mullenix  
Director of Contract Services Section  
Office of General Counsel  
Texas Department of Transportation

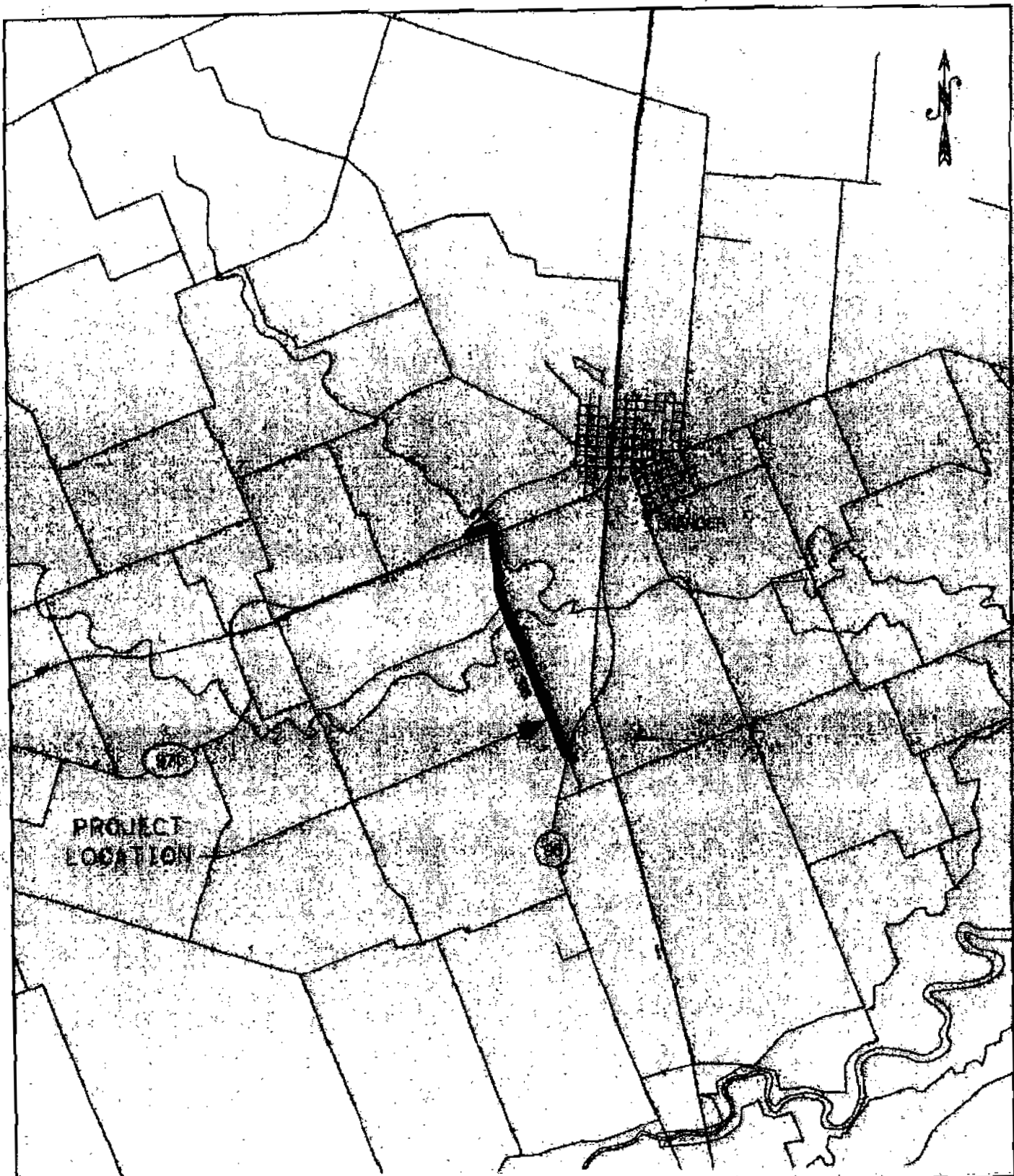
Date:



**ATTACHMENT A**  
**Resolution of Local Government**  
**Approving This LPAFA**

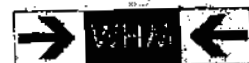


# LOCATION MAP



FED. RD. DIV 6	TEXAS	DISTRICT 14
ROADWAY: CR <del>534</del>	FROM: FM 971	TO: SH 95
PROJECT: OFF SYSTEM HES		COUNTY: WILLIAMSON

LOCATION MAP  
TASK NO. 53





### ATTACHMENT C

#### Project Budget Estimate and Source of Funds

The Local Government will participate in the cost of the installation of guardrail improvements and safety treatment of fixed objects on CR 336 from FM 971 to SH 95, which is an off-system location. The Local Government's participation is 10% of the cost of this particular improvement and the other 90% will be paid for with federal funds. The Local Government's estimated participation of this additional work is \$17,659, including preliminary engineering, construction items, and engineering and contingencies, and Direct Costs. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Guardrail improvement and safety treatment of fixed objects	\$134,800	90%	\$121,320	0%	\$0	10%	\$13,480
Preliminary Engineering (including plan review)(15%)	\$20,220	90%	\$18,198	0%	\$0	10%	\$2,022
Construction Engineering and Inspection (17%)	\$21,568	90%	\$19,411	0%	\$0	10%	\$2,157
Subtotal	\$176,588		\$158,929		\$0		\$17,659
Indirect State Costs (no local participation required except for service projects)	\$0		\$0		\$0		\$0
TOTAL	\$176,588		\$158,929		\$0		\$17,659

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (10%) = \$17,659**

This is an estimate only; final participation amounts will be based on actual charges to the project.



## Marie Walters

---

**From:** Pam Navarrette [pnavarrette@wilco.org]  
**Sent:** Monday, July 21, 2008 12:30 PM  
**To:** Marie Walters  
**Subject:** RE: TxDOT AFA payment authorization

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Marie,

Below are the payments to TXDOT on each CSJ# below as well as the agreement amount for the budget estimate approved in Commissioner's Court:

CSJ: 0914-05-144 CR 279                      Total \$21,091.00  
   Pd ck#283520       < 2,415.00>  
   \$18,676.00 balance owed to TXDOT

TXDOT request \$18,960.03 which is \$284.03 difference

CSJ: 0914-05-145 CR 236 to SH 29              Total \$15,773.00  
   Pd ck#283521       < 1,792.00>  
   \$13,981.00 balance owed to TXDOT

TXDOT request \$38,248.11 which is \$23,267.11 difference

CSJ: 0914-05-146 CR 336                      Total \$17,659.00  
   Pd ck#283522       < 2,022.00>  
   \$15,636.80

TXDOT request \$6,451.10 (no difference actually has \$9,185.70 in surplus)

However, CSJ#0914-05-144 and CSJ#0914-05-145 budget estimate are off by the indicated differences. Those agreements need to be resubmitted to Commissioner's Court for approval for the additional funds requested over and above the original agreements.

Let me know if you have any questions,

Thanks, Pam

Pamela Navarrette  
Cost Accountant  
Williamson County  
(512) 943-1573  
pnavarrette@wilco.org

-----Original Message-----

From: Marie Walters [mailto:marie@primestrategies.net]  
Sent: Monday, July 21, 2008 11:19 AM  
To: Pam Navarrette  
Cc: Mike Weaver  
Subject: TxDOT AFA payment authorization

Hi Pam,



Attached is a payment request from TxDOT for CR 279 (0914-05-144), CR 200 (0914-05-145) and CR 336 (0914-05-146). Also attached are the partially executed copies of the Advanced Funding Agreements (If the County does have fully executed copies the Judge's office must have them) and resolutions authorizing payment. It seems to me that payment authorization does not need to appear on the County's agenda since these appeared on the Court's agenda back on 11/06/2007.

Do you need original copies of these documents to cut checks? Also, do your records show already sending payment on these?

Give me a call if need to discuss.

Marie R. Walters

Prime Strategies, Inc.  
(512) 637-6849

-----Original Message-----

From: Michael J. Weaver [mailto:mike@primestrategies.net]  
Sent: Monday, July 21, 2008 8:29 AM  
To: Marie Walters  
Subject: FW:

Please process for next weeks agenda and tell pam to fund with 2001 safety and mobility dollars thanks

-----Original Message-----

From: Joe England [mailto:jengland@wilco.org]  
Sent: Monday, July 21, 2008 7:09 AM  
To: Michael J. Weaver  
Subject: RE:

Yes, Kennedy Engineering did this. Please use safety funds. Thanks.

Joe M. England  
Joe M. England, P.E.  
Williamson County Engineer  
3151 SE Inner Loop, Suite B  
Georgetown, Texas 78626  
512-943-3336

-----Original Message-----

From: Michael J. Weaver [mailto:mike@primestrategies.net]  
Sent: Friday, July 18, 2008 1:47 PM  
To: Joe England  
Subject: FW:

are you aware of this ok with it?? If so we can process and take the money out of 2001 bonds safety and mobility

-----Original Message-----

From: Peggy Vasquez [mailto:pvasquez@wilco.org]  
Sent: Thursday, July 17, 2008 5:22 PM  
To: Michael J. Weaver; Marie Walters  
Subject: FW:

Attached please find for your review request for funding in the amount of \$62,659.24 on Advance Funding Agreements CSJ: 0914-05-144, 0914-05-145, 0914-05-146 with a due date no later than August 19, 2008 to keep the project on



the September letting. Please advise as to how to proceed.

Peggy Vasquez  
Executive Assistant  
Williamson County Judge  
Dan A. Gattis  
710 Main Street, Suite 101  
Georgetown, TX 78626  
(512) 943-1577  
(512) 943-1662 fax  
pvasquez@wilco.org

The information contained in this e-mail is intended only for the use of the individual or entity to which it is addressed and it may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient (or the employee or agent responsible to deliver it to the intended recipient), you are hereby notified that any dissemination, distribution, or copying of this e-mail is prohibited. If you have received this e-mail in error, please immediately notify the sender by a telephone call at the number listed above or by return e-mail. It is understood and agreed that Williamson County, Texas upon release of these electronic files is no longer responsible for their use or modification. The user of the attached electronic media accepts full responsibility and liability for any consequences arising from the use of this electronic data.

-----Original Message-----

From: CS5050@wilco.org [mailto:CS5050@wilco.org]  
Sent: Thursday, July 17, 2008 11:58 AM  
To: Peggy Vasquez  
Subject:

-----  
CS-5050  
[00:c0:ee:1a:f6:4f]  
-----



## Early Voting Supervisors and Alt. Supervisors for Nov. 2008 Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Julie Seippel, Elections  
**Submitted For:** Rick Barron  
**Department:** Elections  
**Agenda Area:** Regular Agenda Items

---

### Information

#### Agenda Item

Discuss and consider approving the Early Voting Polling Locations and supervisors and alternate supervisors for the November 2008 general election.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [EV pollworkers](#)

---

### Form Routing/Status

Form Started By: Julie Seippel      Started On: 07/23/2008 03:57 PM  
Final Approval Date: 07/24/2008

---



On this the 29th day of July, 2008 the Commissioners Court of Williamson County, Texas, does hereby appoint the following persons to serve as Early Voting election supervisors and alternate supervisors to serve for the November 4, 2008 election.

EARLY VOTING POLLING PLACES	POLLWORKERS	APPOINT	PARTY	ADDRESS	CITY	STATE	ZIP
Williamson County	Merrill Person	Supervisor	Rep	2261 CR 152	Georgetown	TX	78627
	Mary Herrera-Cruz	A. Supervisor	Dem	1503 Long Branch	Georgetown	TX	78626
Inner Loop	Sammye Bryant	Clerk	Rep	309 Walnut St.	Georgetown	TX	78626
	Linda Lindell	Clerk	Rep	108 Spanish Oak Cir.	Georgetown	TX	78628
	Amanda Alvarado	Bilingual Clerk	Dem	1201 Quail Valley Dr	Georgetown	TX	78682
	Jean Carlson	Clerk	Dem	111 Honey Creek Trail	Georgetown	TX	78633
	Frances Flinn	Clerk pt	Dem	117 Coreopsis Way	Georgetown	TX	78633
	Bonnie Boorman	Clerk pt	Dem	308 Trail of the Flowers	Georgetown	TX	78633
Parks and Recreation Administration Building	Nita Davidson	Supervisor	Rep	30212 Live Oak Trl.	Georgetown	TX	78633
	Betty Gomez	A. Supervisor	Dem	148 Valley View Rd.	Georgetown	TX	78633
	Helen Bunch	Clerk	Rep	121 Woodland Rd.	Georgetown	TX	78628
	Katherine Davidson	Clerk	Rep	30212 Live Oak Trl.	Georgetown	TX	78633
	Elizabeth Davidson	Clerk	Rep			TX	
	Lila Guzman	Bilingual Clerk	Dem	1715 Pecos Valley Cove	Round Rock	TX	78665
	Norma Valenzuela	Clerk	Dem	200 River Bend Apt 208	Georgetown	TX	78621
	Sheridan Moore	Clerk	Dem	101 Bluebell	Georgetown	TX	78633
Sun City Social Center	Audrey McDonald	Supervisor	Rep	122 Stetson Trl.	Georgetown	TX	78633
	Kay Walker	A. Supervisor	Dem	111 Waterlly	Georgetown	TX	78633
	Patti Stinson	Clerk	Rep	109 Bass St.	Georgetown	TX	78633
	Dorothy Carlyle	Clerk	Rep	173 Whispering Wind	Georgetown	TX	78633



	Janelle Fears	Clerk	Rep	104 Orange Cove	Georgetown	TX	78633
	Steve Ledbetter	Clerk	Rep	201 Forest St.	Liberty Hill	TX	78642
	Kendall Young	Clerk pt	Dem	140 Scissortail	Georgetown	TX	78633
	Frances Young	Clerk pt	Dem	140 Scissortail	Georgetown	TX	78633
	Phyllis Vogel	Clerk pt	Dem	126 Scissortail	Georgetown	TX	78633
	Betty Dougherty	Clerk pt	Dem	129 Sunflower Street	Georgetown	TX	78633
	Lynn Mann	Clerk pt	Dem	115 Sandpiper Cove	Georgetown	TX	78633
	Bill Hinds	Clerk pt	Dem	205 Whippoorwill	Georgetown	TX	78633
	Joyce Hinds	Clerk pt	Dem	205 Whippoorwill	Georgetown	TX	78633
	Bonita Kennedy	Clerk pt	Dem	203 Whippoorwill	Georgetown	TX	78633
	Dixie Woody	Clerk pt	Dem	122 Blazing Str Dr	Georgetown	TX	78633
<b>McConico Building</b>	Marie Zumbahlen	Supervisor	Rep	2317 Oxford Blvd.	Round Rock	TX	78664
	Ann Word	A. Supervisor	Dem	9411 Longvale Dr.	Austin	TX	78729
	Tom Purcell	Clerk	Rep	8 Woodland Loop	Round Rock	TX	78664
	Sharon Sealy	Clerk	Rep	15917 Double Eagle Dr.	Austin	TX	78717
	Tom Farr	Clerk	Rep	910 Bluff Dr.	Round Rock	TX	78681
	Bill Word	Clerk	Dem	9411 Longvale Dr.	Austin	TX	78729
	Juanita Cruz	Bilingual Clerk	Dem	502 Buffalo Pass	Round Rock	TX	78681
	Natividad Cruz	Bilingual Clerk	Dem	502 Buffalo Pass	Round Rock	TX	78681
<b>Kinningham Park</b>	Karen Adair-Murphy	Supervisor	Rep	2302 Silverleaf Cv.	Round Rock	TX	78664
	Jean Earls	A. Supervisor	Dem	1605 Woods Blvd	Round Rock	TX	78681
	Carolyn Thibodaux	Clerk	Rep	2415 Chesnut Path	Round Rock	TX	78664
	Ray Thibodaux	Clerk	Rep	2415 Chesnut Path	Round Rock	TX	78664
	Gracie Szescycki	Clerk	Rep	504 Oaklands Dr.	Round Rock	TX	78681
	Paul Dyba	Bilingual Clerk	Dem	1300 Sunrise Rd Apt 264	Round Rock	TX	78664



	Ampelio Luna	Bilingual Clerk	Dem	1509 Wagon Gap Dr.	Round Rock	TX	78680
	Jesus Franco	Bilingual Clerk	Dem	208 S. Blair St.	Round Rock	TX	78664
	Tracie Storie	Clerk pt	Dem	1701 Lime Rock Dr.	Round Rock	TX	78681
<b>Brushy Creek Community Center</b>	Nancy Wallace	Supervisor	Rep	512 White Wing Way	Round Rock	TX	78680
	Jessica Stempko	A. Supervisor	Dem	8405 Sea Ash Circle	Round Rock	TX	78681
	Cindy Hambrick	Clerk	Rep	2808 Chatelle Dr.	Round Rock	TX	78681
	Pat Bagwell	Clerk	Rep	602 Quail Creek Dr.	Round Rock	TX	78664
	Fred Lord	Bilingual Clerk	Rep	15829 Garrison Cir.	Austin	TX	78717
	Karen Felthouser	Clerk	Dem	1102 St Williams Ave	Round Rock	TX	78681
	Julia Stempko	Clerk	Dem	8405 Sea Ash Circle	Round Rock	TX	78681
	Wanda Arabie	Clerk pt	Dem	1303 Irene Dr.	Cedar Park	TX	78613
	Virginia Torres	Clerk pt	Dem	3603 Spring Canyon Tr	Round Rock	TX	78681
<b>Anderson Mill MUD</b>	John Davis	Supervisor	Rep	10102 Woodland Village Dr.	Austin	TX	78750
	Gretchen Froehler	A. Supervisor	Dem	12332 Deerbrook Tr	Austin	TX	78750
	Jo Ann Davis	Clerk	Rep	10102 Woodland Village Dr.	Austin	TX	78750
	Pat Sanders	Clerk	Rep	2015 Verbena Dr.	Austin	TX	78750
	Ed Courtney	Clerk	Rep	8003 Buckshot Trl.	Austin	TX	78729
	Ramona Reyna	Bilingual Clerk	Dem	2308 Cypress Lane	Cedar Park	TX	78613
	Odessa Pierce	Clerk	Dem	11712 Tanglebriar	Austin	TX	78750
	Loue Anne Searcy	Clerk pt	Dem	12501 Splitrail	Austin	TX	78750
	Aurora Camille Canady	Clerk pt	Dem	10504 Timbercrest Lane	Austin	TX	78650
<b>Cedar Park Public Library</b>	Libby Beckham	Supervisor	Rep	12307 Beartrap Ln.	Austin	TX	78729
	John Buffington	A. Supervisor	Dem	3302 Reta Cove	Round Rock	TX	78664



	Adele Evans	Clerk	Rep	2711 Sabinal Trl.	Cedar Park	TX	78613
	Denise Morrison	Clerk	Rep	116 Faubion Dr.	Georgetown	TX	78628
	Geraldine Manser	Clerk pt	Dem	8805 Black Oak St	Austin	TX	78729
	Roslyn Littles	Clerk pt	Dem	3000 Colonial Pkwy #2208	Cedar Park	TX	78613
<b>Pat Bryson Municipal Hall</b>	Roger Giddens	Supervisor	Rep	1205 Rutherford Dr.	Leander	TX	78641
	Blanca Barrera	A. Supervisor	Dem	1313 Manley Way	Cedar Park	TX	78613
	Janie Giddens	Clerk	Rep	1205 Rutherford Dr.	Leander	TX	78641
	Audrey Baker	Clerk	Rep	675 San Gabriel Oaks Dr.	Liberty Hill	TX	78642
	Irene Reichard	Clerk	Dem	1316 Mimosa Pass	Cedar Park	TX	78613
	Bill Brogden	Clerk pt	Dem	130 Woodland Trail	Leander	TX	78641
	Rebecca Brogden	Clerk pt	Dem	130 Woodland Trail	Leander	TX	78641
<b>Taylor City Hall</b>	Gayle Collins	Supervisor	Rep	1114 Speegle St.	Taylor	TX	76574
	Betty Brown	A. Supervisor	Dem	2708 Thorndale Rd	Taylor	TX	76574
	Pat Williams	Clerk	Rep	2006 Jason Dr.	Taylor	TX	76574
	Wallace Brueckner	Clerk	Rep	1310 Thompson St.	Taylor	TX	76574
	Liz Littral	Clerk	Dem	1408 Wallace	Taylor	TX	76574
	Virginia Carranza	Bilingual Clerk	Dem	8154 South Hwy 95	Taylor	TX	76574
	Ernesto Tanguma	Bilingual Clerk p	Dem	9440 S. Hwy 95	Taylor	TX	76574
<b>Round Rock Performing Arts Center</b>	Louella Kelly	Supervisor	Rep	707 David Curry Dr.	Round Rock	TX	78664
	Ray Balli	A. Supervisor	Dem	12602 Parkland Dr	Austin	TX	
	Fred Kelly	Clerk	Rep	707 David Curry Dr.	Round Rock	TX	78664
	Jan Zeiner	Clerk	Rep	1042 Verbena	Austin	TX	78750
	Connie Balli	Bilingual Clerk	Dem	12602 Parkland Dr	Austin	TX	
	Mike Herrera	Bilingual Clerk	Dem	1200 Sunrise Rd #101	Round Rock	TX	78664



<b>Georgetown ISD</b>	Peggy Moore	Supervisor	Rep				
	Betty Craig	A. Supervisor	Dem	1703 Main St.	Georgetown	TX	78626
	Susan Cramer	Clerk	Rep	204 Quail Ln.	Georgetown	TX	78628
	Karen Lange	Clerk	Rep	4113 Windflower Ln.	Georgetown	TX	78628
	Randall Craig	Clerk	Dem	1703 Main St.	Georgetown	TX	78626
<b>Seton Medical Center Williamson</b>	Tillie Pope	Supervisor	Rep	101 Rolling Meadow Trl.	Georgetown	TX	78633
	Virginia Torres	A. Supervisor	Dem	3603 Spring Canyon Trail	Round Rock	TX	78681
	Lorainne Martin	Bilingual Clerk	Rep	123 Courtness Way	Georgetown	TX	78626
	Suzanne McCluskey	Clerk	Dem	3708 Fossilwood Way	Round Rock	TX	78681
<b>Andice Community Center/ Austin Community College Cedar Park Campus</b>	Jon Jewett	Supervisor	Rep	402 Ridgetop Bend	Cedar Park	TX	78613
	Vacant	A. Supervisor	Dem				
	Linda Jewett	Clerk	Rep	402 Ridgetop Bend	Cedar Park	TX	78613
	Vacant	Clerk	Dem				
<b>Jarrell Memorial Park Florence VFD Liberty Hill Annex Thrall VFD Granger City Hall Twin Lakes Family YMCA</b>	Kay Ledbetter	Supervisor	Rep	201 Forest St.	Liberty Hill	TX	78642
	Vacant	A. Supervisor	Dem				
	Debra Helms	Clerk	Rep	330 Richard Rd.	Georgetown	TX	78626
	Vacant	Clerk	Dem				
<b>Hutto City Hall</b>	Moe Esker	Supv	Rep	2301 Oxford Blvd.	Round Rock	TX	78664
	Fred Smith	A. Supervisor	Dem	1402 Laguna Cove	Hutto	TX	78634



[illegible]



## Election Day Judges and Alternates Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Julie Seippel, Elections  
Submitted For: Rick Barron  
Department: Elections  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Discuss and take appropriate action on the appointment of election judges and alternates judges to serve a term of one year beginning on August 1st, 2008.

#### Background

This order outlines the portions of the Texas Election Code that govern the appointment of Election Judges. In addition, the order specifies the responsibilities of the election judges to Williamson County and their role as an election judge. This order is in force in Dallas County and has been reviewed by Dale Rye in the Williamson County Attorney's office.

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Judges and Alts](#)

Link: [CourtOrder](#)

---

### Form Routing/Status

Form Started By: Julie Seippel      Started On: 07/24/2008 11:01 AM  
Final Approval Date: 07/24/2008

---



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

On this the 29th day of July, 2008 the Commissioners Court of Williamson County, Texas, does hereby appoint the following persons to serve as precinct election \* judges and alternate judges to serve for the November 4. 2008 election.

<b><u>PCT.</u></b>	<b><u>JUDGE</u></b>	<b><u>PCT.</u></b>	<b><u>ALTERNATE JUDGE</u></b>
<b>119</b>	Sandra Talton 2008 Red Oak Circle Round Rock, TX 78681	<b>119</b>	Jean Earls 1605 Woods Blvd. Round Rock, TX 78681
<b>122</b>	Toni Moman 1701 Johnson Way Round Rock, TX 78681	<b>122</b>	Vacant
<b>135</b>	Ampelio Luna 1509 Wagon Gap Dr. P.O. Box 1954 Round Rock, TX 78680	<b>135</b>	Margerite Wakefield 1308 Sagebrush Round Rock, TX 78681
<b>137</b>	Ronny Risinger 803 Blue Jay Round Rock, TX 78681	<b>137</b>	Vacant
<b>138</b>	Lenny Nichols 1904 Flint Rock Drive Round Rock, TX 78681	<b>138</b>	Mary Helen Kuehner 2401 Oak Meadow Dr. Round Rock, TX 78681
<b>142</b>	Vacant	<b>142</b>	Thomas Langley 1604 S. Main St. Georgetown, TX 78626
<b>146</b>	Vacant	<b>146</b>	Libby Beckham 12307 Beartrap Lane Austin, TX 78729
<b>147</b>	Danielle Fournier 9306 Meadowheath Dr. Austin, TX 78729	<b>147</b>	Doreen Scholtes 9709 Braes Valley St. Austin, TX 78729
<b>149</b>	Bruce McAnally 814 David Curry Round Rock, TX 78664	<b>149</b>	Vacant
<b>150</b>	Joe Boatman 606 E. Liberty Ave. Round Rock, TX 78664	<b>150</b>	Vacant



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

<b><u>PCT.</u></b>	<b><u>JUDGE</u></b>	<b><u>PCT.</u></b>	<b><u>ALTERNATE JUDGE</u></b>
<b>151</b>	Carin Shaughnessy 9002 Charnwood Ct. Austin, TX 78729	<b>151</b>	Mack Sherrod 13014 Stillforest Austin, TX 78729
<b>152</b>	Ann Marie Word 9411 Longvale Dr. Austin, TX 78729	<b>152</b>	Julia Wenzel 12906 Sherbourne St. Austin, TX 78729
<b>160</b>	Anna Farren 3606 Cornerstone Round Rock, TX 78681	<b>160</b>	Vacant
<b>162</b>	Vacant	<b>162</b>	Vacant
<b>168</b>	Toni Haggstrom 207 Rabbit Hollow Lane Georgetown, TX 78626	<b>168</b>	Vacant
<b>172</b>	Vacant	<b>172</b>	Steve Armbruster 623 Greenlawn Blvd. Round Rock, TX 78664
<b>185</b>	*Barbara Miller 13204 Tamayo Dr. Austin, TX 78729	<b>185</b>	George Cole Spainhour 13227 Darwin Ln. Austin, TX 78729
<b>186</b>	Vacant	<b>186</b>	Vacant
<b>189</b>	Carmen Vega 14213 Mowsbury Drive Austin, TX 78717	<b>189</b>	Vacant
<b>190</b>	Diane Gill 1109 Quail Lane Round Rock, TX 78681	<b>190</b>	Victoria Lockwood 8419 Sea Ash Cir.. Round Rock, TX 78681
<b>203</b>	Vacant	<b>203</b>	Vacant
<b>204</b>	William Tweddell 1015 Cashew Lane Cedar Park, TX 78613	<b>204</b>	Vacant



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

<b><u>PCT.</u></b>	<b><u>JUDGE</u></b>	<b><u>PCT.</u></b>	<b><u>ALTERNATE JUDGE</u></b>
<b>206</b>	Russ Schrowang 410 Double File Trace P. O. Box 532 Liberty Hill, TX 78642	<b>206</b>	*Michael Jacobs 106 Russell St. P.O. Box 631 Liberty Hill, TX 78642
<b>207</b>	Wes Griffin 608 Carriage Oaks Drive Liberty Hill, TX 78642	<b>207</b>	Dorothy Absnaider 450 Abbey Rd. Liberty Hill, TX 78642
<b>216</b>	George Wooley 3203 Great Valley Cedar Park, TX 78613	<b>216</b>	Vacant
<b>217</b>	*Gretchen Froehler 12332 Deerbrook Tr. Austin, TX 78750	<b>217</b>	Jan Zeiner 1042 Verbena Austin, TX 78750
<b>218</b>	Rebecca Bingman 10501 Hard Rock Rd. Austin, TX 78750	<b>218</b>	Kathryn Rightmyer 10602 Settlers Trail Austin, TX 78750
<b>239</b>	*Amy Froehler 10222 Missell Thrush Dr. Austin, TX 78750	<b>239</b>	John Davis 10102 Woodland Village Dr Austin, TX 78750
<b>244</b>	Martha Cooper 321 Rancho Bueno Dr. Georgetown, TX 78628	<b>244</b>	Vacant
<b>253</b>	Randy Staudt 420 Hernandos Loop Leander, TX 78641	<b>253</b>	Jean Paul Malus 1704 Mimosa Ln. Leander, TX 78641
<b>254</b>	Virginia Hester 507 Lone Star Drive Cedar Park, TX 78613	<b>254</b>	Zanette Hammonds 803 Wooten St. Cedar Park, TX 78613
<b>258</b>	Jennifer Pollastro 208 Spring Creek Drive Liberty Hill, TX 78642	<b>258</b>	Vacant
<b>259</b>	Don Stroud 503 Deercreek Lane Leander, TX 78641	<b>259</b>	James Rand 508 Clear Spring Lane Leander, TX 78641



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

<b><u>PCT.</u></b>	<b><u>JUDGE</u></b>	<b><u>PCT.</u></b>	<b><u>ALTERNATE JUDGE</u></b>
<b>264</b>	Bob Payne 104 Ridgemar Rd. Leander, TX 78641	<b>264</b>	Vacant
<b>265</b>	Pam Manly 16621 Spotted Eagle Drive Leander, TX 78641	<b>265</b>	Vacant
<b>266</b>	Bill Russell 2502 Rivera Drive Cedar Park, TX 78613	<b>266</b>	Terry Garity 2112 Riviera Dr. E. Cedar Park, TX 78613
<b>273</b>	Vacant	<b>273</b>	Vacant
<b>274</b>	Elizabeth Elleson 10606 Doubletree Cove Austin, TX 78750	<b>274</b>	Vacant
<b>275</b>	Vacant	<b>275</b>	Bleecker Morse, Jr. 13601 Caldwell Drive Austin, TX 78750
<b>276</b>	Vacant	<b>276</b>	Vacant
<b>277</b>	Michael Woodard 604 Palo Alto Lane Cedar Park, TX 78613	<b>277</b>	Reginald Sanford 1009 Paint Brush Trl. Cedar Park, TX 78613
<b>278</b>	David Zaharias 504 Elm Court Cedar Park, TX 78613	<b>278</b>	*Janette Fluedinger 403 Mustang Ave. - B P.O. Box 814 Cedar Park, TX 78613
<b>283</b>	Mike McCloskey 1801 Ascot Ln. P. O. Box 231 Cedar Park, TX 78613	<b>283</b>	*Blanca Barrera 1313 Manley Way Cedar Park, tx 78613
<b>287</b>	Josh Sneed 1616 Abbey Lane Cedar Park, TX 78613	<b>287</b>	Tucker Mitchell 1406 Bullhill Cv. Cedar Park, TX 78613



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

<b><u>PCT.</u></b>	<b><u>JUDGE</u></b>	<b><u>PCT.</u></b>	<b><u>ALTERNATE JUDGE</u></b>
<b>293</b>	Vacant	<b>293</b>	*Mary Scott Dulaney 1329 Fall Creek Loop Cedar Park, TX 78613
<b>301</b>	Peggy Moore 1901 Garden Villa Drive Georgetown, TX 78628	<b>301</b>	*Ray LaFleur 112 Oakridge Cir. Georgetown, TX 78628
<b>302</b>	Carol Woods 412 Southcross Road Georgetown, TX 78628	<b>302</b>	Vacant
<b>305</b>	Tillie Pope 101 Rolling Meadow Trail Georgetown, TX 78628	<b>305</b>	James McCullough 117 Hester Hollow Georgetown, TX 78628
<b>308</b>	Vacant	<b>308</b>	Vacant
<b>309</b>	David Kohn 719 Whitaker Dr. P. O. Box 806 Florence, TX 76527	<b>309</b>	*Linda Johnson 200 CR 150 Georgetown, TX 78628
<b>310</b>	Nita Davidson 30212 Live Oak Trail Georgetown, TX 78628	<b>310</b>	*Albert D. Fulton 1175 CR 226 Florence, TX 76527
<b>311</b>	Dale Wilt 101 E. Burnap St. Weir, TX 78674 101 E. Burnap St. Georgetown, TX 78626	<b>311</b>	Vacant
<b>312</b>	Marge Gentry 3501 CR 303 Jarrell, TX 76537	<b>312</b>	Vacant
<b>314</b>	Harry Gibbs 209 S. Church Street Georgetown, TX 78626	<b>314</b>	Vacant
<b>330</b>	Kathleen Bielss 2900 CR 329 Granger, TX 76530	<b>330</b>	Vacant



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

<b><u>PCT.</u></b>	<b><u>JUDGE</u></b>	<b><u>PCT.</u></b>	<b><u>ALTERNATE JUDGE</u></b>
<b>331</b>	Fred Lord 15829 Garrison Circle Austin, TX 78717	<b>331</b>	*Martin Steele 15901 Two Rivers Cove Austin, TX 78717
<b>332</b>	Marie Fawcett 4211 Malaga Dr. Georgetown, TX 78628	<b>332</b>	Vacant
<b>340</b>	Maxine Gammon 2114 Live Oak Circle Round Rock, TX 78681	<b>340</b>	Vacant
<b>343</b>	Jerome Becker 119 E. Legend Oaks Dr. Georgetown, TX 78628	<b>343</b>	Vacant
<b>345</b>	Vacant	<b>345</b>	Vacant
<b>348</b>	Tim Thompson 3951 Grayling Lane Round Rock, TX 78681	<b>348</b>	Vacant
<b>357</b>	*Andrea Hallford 905 S Walnut St. Georgetown, TX 78626	<b>357</b>	Dena Parker 701 Walnut St. Georgetown, TX 78626
<b>361</b>	William Wehling 2201 CR 156 Granger, TX 76530	<b>361</b>	Larry Wittera 203 CR 155 Georgetown, TX 78626
<b>367</b>	*Betty Craig 1703 Main St. Georgetown, TX 78626	<b>367</b>	Vacant
<b>369</b>	Deborah Helms 330 Richard Rd. Georgetown, TX 78626	<b>369</b>	Vacant
<b>370</b>	Mary Herrera-Cruz 1503 Long Branch Dr. Georgetown, TX 78626	<b>370</b>	Sandy Tennill 104 Vivion Lane Georgetown, TX 78626
<b>371</b>	Karen Lange 4113 Windflower Georgetown, TX 78628	<b>371</b>	Vacant



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

<b><u>PCT.</u></b>	<b><u>JUDGE</u></b>	<b><u>PCT.</u></b>	<b><u>ALTERNATE JUDGE</u></b>
<b>379</b>	Wayne Hodges 420 Champions Drive Georgetown, TX 78628	<b>379</b>	Vacant
<b>381</b>	Vacant	<b>381</b>	*Kay Walker 111 Waterlilly Georgetown, TX 78633
<b>382</b>	Nelda Click 2213 Falkirk Dr. Round Rock, TX 78681	<b>382</b>	*Esmeralda Salazar 2703 Emerald Hill Dr. Round Rock, TX 78681
<b>392</b>	Vacant	<b>392</b>	Vacant
<b>394</b>	Vacant	<b>394</b>	Vacant
<b>395</b>	Vacant	<b>395</b>	Vacant
<b>396</b>	Vacant	<b>396</b>	*Billie Reany 721 Texas Dr. Georgetown, TX 78633
<b>397</b>	Vacant	<b>397</b>	Vacant
<b>398</b>	Vacant	<b>398</b>	*Virginia Torres 3603 Spring Canyon Tr. Round Rock, TX 78681
<b>399</b>	Vacant	<b>399</b>	*Craig Whitney 315 Fieldstone Drive Georgetown, TX 78633
<b>413</b>	Vacant	<b>413</b>	Terry Gillham 2351 CR 406 Taylor, TX 76574
<b>415</b>	*Joyce White 13200 FM 972 Granger, TX 76530	<b>415</b>	Mary Pavlat 450 CR 349 P.O. Box 278 Granger, TX 76530



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

<b><u>PCT.</u></b>	<b><u>JUDGE</u></b>	<b><u>PCT.</u></b>	<b><u>ALTERNATE JUDGE</u></b>
<b>420</b>	Frances Albert 2451 CR 132 Hutto, TX 78634	<b>420</b>	Vacant
<b>421</b>	Evelyn Flowers-Cook 916 Burkett St. P.O. Box 241 Taylor, TX 76514	<b>421</b>	Mark Hannan 4400 CR 619 Taylor, TX 76574
<b>423</b>	John Gordon 1007 Green Meadow Round Rock, TX 78664	<b>423</b>	*María Gonzalez 805 Braesgreen Drive Round Rock, TX 78664
<b>424</b>	Tom Purcell 8 Woodland Loop Round Rock, TX 78664	<b>424</b>	Billie Hucker 110 Jackrabbit Run Round Rock, TX 78664
<b>425</b>	Vacant	<b>425</b>	April Marek 1311 W Bell St. P. O. Box 83 Bartlett, TX 76511
<b>426</b>	Carol Alexander 250 Spring Valley Street Hutto, TX 78634	<b>426</b>	Fred Smith 1402 Laguna Cv. Hutto, TX 78634
<b>427</b>	Fred Roose 1116 Howard Street Taylor, TX 76574	<b>427</b>	Jose Orta 1320 Howard St. Taylor, TX 76574
<b>428</b>	Vacant	<b>428</b>	Helen Marx 1009 Kirk St. Taylor, TX 76574
<b>429</b>	Bart Rex 1221 Sloan St. Taylor, TX 76574	<b>429</b>	Dru Buuck 413 Fowzer Street Taylor, TX 76574
<b>433</b>	*Mark Kromrei 850 CR 465 Elgin, TX 78615	<b>433</b>	Shannon Carroll 705 CR 458 Coupland, TX 78615
<b>434</b>	Tom Huffman 1801 CR 482 Thrall, TX 76778	<b>434</b>	*Vernell Dvorak 202 Sheldon Ave. P.O. Box 234 Thrall, TX 76578



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

<u>PCT.</u>	<u>JUDGE</u>	<u>PCT.</u>	<u>ALTERNATE JUDGE</u>
<b>436</b>	Vacant	<b>436</b>	Vacant
<b>441</b>	Pauline Wolbrueck 931 CR 322, Bartlett, TX 76511 P.O. Box 94 Schwertner, TX 76573	<b>441</b>	Modene Marek 8100 FM 487 E, Bartlett 76511 P. O. Box 36 Schwertner, TX 76573
<b>455</b>	Vacant	<b>455</b>	Susan Gunn 605 Windsor Rd. Round Rock, TX 78665
<b>456</b>	*Elizabeth Villarreal 1109 Scott St. Taylor, TX 76574	<b>456</b>	Pat Werner 14135 Southwood Hills Dr. Taylor, TX 76574
<b>463</b>	Marie Zumbahlen 2317 Oxford Blvd. Round Rock, TX 78664	<b>463</b>	Peggy Jean Sexton 1554 Parkfield Cir. Round Rock, TX 78664
<b>480</b>	Karen Adair-Murphy 2302 Silverleaf Cove Round Rock, TX 78664	<b>480</b>	James Prochnow 2109 Willow Way Round Rock, TX 78664
<b>484</b>	Vacant	<b>484</b>	Vacant
<b>488</b>	Holly Hansen 1106 Dalea Bluff Round Rock, TX 78664	<b>488</b>	Sharon Arimes 1612 Red Bud Ln. Round Rock, TX 78664
<b>491</b>	Mike Goggin 3343 Rod Carew Drive Round Rock, TX 78664	<b>491</b>	Vacant

Early Voting Ballot Board Judge: \_\_\_\_\_

Central Counting Station Judge: \_\_\_\_\_

\_\_\_\_\_  
Dan A. Gattis, County Judge  
Williamson County, Texas

\_\_\_\_\_  
Date



WILLIAMSON COUNTY ELECTION DAY JUDGES/ALTERNATE JUDGES APPOINTMENTS

PCT.    JUDGE

PCT.    ALTERNATE JUDGE



## COURT ORDER

ORDER NO. \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF TEXAS        )(

COUNTY OF WILLIAMSON   )(

**BE IT REMEMBERED**, at a regular meeting of the Commissioners Court of Williamson County, Texas, held on

On the \_\_\_\_\_ day of \_\_\_\_\_, 2008, on motion made by

\_\_\_\_\_, and seconded by

\_\_\_\_\_, the following Order

was adopted:

**WHEREAS**,     The Williamson County Commissioners Court was briefed on July 29, 2008, concerning the recommendation and selection procedures for election judges and alternate election judges; and

**WHEREAS**,     Section 32.002 of the Election Code requires and authorizes the Commissioners Court of Williamson County, Texas, to name the presiding judges and alternate judges of election precincts for elections held at the expense of the county; and

**WHEREAS**,     Section 32.001 of the Election Code states that whenever the regularly appointed presiding judge is unable to serve for a given election, the alternate presiding judge shall serve as presiding judge for that election; and

**WHEREAS**,     Section 32.113 of the Election Code authorizes the governing body of a county to require that persons appointed to serve as presiding judge or alternate judge in its elections be trained in election law and procedure prior to their service; and

**WHEREAS**,     Sections 32.091, 32.092, and 32.093 of the Election Code require the Commissioners Court to fix the compensation for election judges, alternate election judges and election clerks; and

**WHEREAS**,     Section 32.033 of the Election Code requires the Commissioners Court to prescribe the maximum number of election clerks that each presiding judge may appoint for each election.



**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** by the Williamson County Commissioners Court of Williamson County, Texas, that the persons named in the list attached hereto and made a part of this order, are hereby appointed as presiding judges and alternate judges as designated for voting precincts opposite which their names appear to hold Special and General Elections for the remainder of the 2007-2009 term which began August 1, 2007 and ends July 31, 2009.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Commissioners Court of Williamson County, Texas, adopt the following policies:

1. The Commissioners Court will consider an individual for appointment as an election official, including judge or alternate judge, any person who has not:
  - a. Been convicted of, or have an unresolved criminal charge of, a felony, a crime involving moral turpitude or a violation of the Texas Election Code.
  - b. Been the subject of one or more complaints, filed with the Elections Administrator in any prior election, which allege violations of the election laws and county election procedures, if such complaint or complaints have not, in the opinion of the Commissioners Court, been satisfactorily explained. An explanation is considered satisfactory if Commissioners Court is convinced that:
    - 1) The complaint was unfounded; or
    - 2) The action or inaction giving rise to the complaint did not threaten the fairness of the election or accuracy of its results

Factors which the Commissioners Court shall consider in determining whether a complaint shall result in a refusal to appoint include, but are not limited to:

- 1) Indicates an inability or unwillingness to establish and maintain order at the polling place;
  - 2) Indicates an inability or unwillingness to treat others with respect;
  - 3) Reflects a failure to timely open the poll and/or failure to be present during the election hours except for absences due to emergencies;
  - 4) Reflects a failure to work with other poll officials including, but not limited to, refusal to hire and work clerks of the opposite party.
  - 5) Reflects a failure or unwillingness to make a good faith effort to hire a bilingual clerk at his or her polling location.
- c. Knowingly and willfully hired, worked, or allowed to be present at the polling place (except to legally vote) any person who has been previously rejected for cause or who has or does exhibit any of the factors that would have made them ineligible for appointment as election judge or alternate election judge. Hiring the alternate judge or others required by law will not be considered a violation.



2. The Elections Administrator will provide complaint forms to all interested parties that outline the procedures for reporting on election behavior and the information needed in such complaints. Complaints should be received in writing by the Williamson County Elections Administrator who will, immediately upon receipt of written complaint, notify the person against whom the complaint was filed and provide a copy of the written complaint. Persons nominated for election judge or alternate will be asked to respond in writing to any complaints filed against them, and the Elections Administrator will provide a report to the Commissioners Court including the original complaint and the response, if any, of the election judge or alternate or nominee. The Elections Administrator will notify the election judge or alternate in the event additional training classes are necessary prior to future service.
3. Prior to refusing the appointment of any proposed election judge, Commissioners Court shall grant such person an opportunity to rebut the allegations made against them by complaint in open court. If Commissioners Court still is not satisfied with the proposed election judge's explanation of events, it may refuse his/her appointment
4. Once appointed, Commissioners Court may remove an election judge or alternate judge for cause. Cause will be the presence of any factor that would have caused the person not to be appointed or ineligible for future appointment under the law or under these rules;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Commissioners Court of Williamson County, Texas, that the election judges will receive compensation of \$10.00 per hour for each hour worked on Election Day (not to exceed 14 hours), alternate judges and clerks will receive compensation of \$8.00 per hour for each hour worked on Election Day (not to exceed 14 hours), and \$25.00 additional compensation for the Election Judge who picks up the election supplies prior to the election and delivers the election results and supplies after the polls close on election night;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Commissioners Court of Williamson County, Texas, that the election judges and alternate judges must attend training before each General, Constitutional, Special, and a Runoff Election when that individual has not served as a judge for the previous election;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Commissioners Court of Williamson County, Texas, that the maximum number of election clerks that each presiding judge may appoint for county elections is 7 clerks in addition to the alternate presiding judge, with the actual decision regarding the number of clerks allowed resting with the County Elections Administrator and varying according to each type of election and size of the voting precinct;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Commissioners Court of Williamson County, Texas that the substitution of presiding judges shall be in the following manner:

- 1) The presiding judge and alternate judge shall respond with their willingness to serve on or before the 20<sup>th</sup> day before an election or not later than 15 days after receipt of notification of the election and their status, whichever is later. They shall respond for



each election with an enclosure furnished by the Elections Department, or otherwise in writing.

- 2) If an election judge confirms that he or she will not be able to serve prior to or on the 20th day before an election, the Commissioners Court will be timely notified and will fill the vacancy for that election at the next meeting of the Commissioners Court or at any special meeting that may be called where the issue is on the agenda.
- 3) If the Commissioners Court fails to act in filling a temporary or permanent vacancy in the office of election judge by the 20th day before the election, the alternate judge will become the judge, or if there is no alternate judge the Elections Administrator will find a qualified person to hold the election.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Commissioners Court may replace presiding or alternate judges up to and including the 20th day before an election.

**DONE IN OPEN COURT** this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

---

Dan Gattis  
County Judge

---

Lisa Birkman  
Commissioner, District No. 1

---

Valerie Covey  
Commissioner, District No. 3

---

Cynthia Long  
Commissioner, District No. 2

---

Ron Morrison  
Commissioner, District No. 4

Recommended by:

---

Rick Barron, Elections Administrator



## Early Voting and Election Day Schedule and Polling Sites Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Julie Seippel, Elections  
Department: Elections  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Discuss and consider approving the Early Voting and Election Day schedule and polling sites for the November 4, 2008 general election.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [ED Locations](#)

Link: [EV Schedule](#)

---

### Form Routing/Status

Form Started By: Julie Seippel      Started On: 07/24/2008 11:11 AM  
Final Approval Date: 07/24/2008

---



# NOVEMBER 2008 ELECTIONS - NOVEMBER 4, 2008

ELECTION DAY POLLING PLACE LOCATIONS - NOVEMBER 4, 2008				
PRECINCT	LOCATION	ADDRESS	CITY	ZIP
119	Old Town Elementary School	2200 Chaparral Dr.	Round Rock	78681
122	Round Rock High School	300 N. Lake Creek Dr.	Round Rock	78681
135	Bluebonnet Elementary School	1010 Chisholm Valley Dr.	Round Rock	78681
137	St. Barnabas the Encourager Church	1150 McNeil Rd.	Round Rock	78681
138	Chisholm Trail Middle School	500 Oakridge Dr.	Round Rock	78681
142/367	First United Methodist Church	410 E. University Ave.	Georgetown	78626
146/185	Pond Springs Elementary School	7825 Elkhorn Mountain Tr.	Austin	78729
147	Forest North Elementary School	13414 Broadmeade Ave.	Austin	78729
149	Williamson County Annex	211 Commerce Cove	Round Rock	78664
150/172	First Baptist Church	306 Round Rock Ave.	Round Rock	78664
151	Deerpark Middle School	8849 Anderson Mill Rd.	Austin	78729
152	Northwest Fellowship	13427 Pond Springs Rd.	Austin	78729
160	Brushy Creek Community Center	16318 Great Oaks Dr.	Round Rock	78681
162	Clairmont Retirement Community	12463 Los Indios Tr.	Austin	78729
168	Calvary Christian Center	1351 FM 1460	Georgetown	78626
172	First Baptist Church	306 Round Rock Ave.	Round Rock	78664
185	Pond Springs Elementary School	7825 Elkhorn Mountain Tr.	Austin	78729
186/189	Holy Family Catholic School*	9400 Neenah Ave.	Austin	78717
189	Holy Family Catholic School*	9400 Neenah Ave.	Austin	78717
190	Fern Bluff MUD Community Center	7320 Wyoming Springs Rd	Round Rock	78681
203	Pat Bryson Municipal Hall	201 N. Brushy St.	Leander	78641
204	Cedar Park Public Library	550 Discovery Blvd	Cedar Park	78613
206/258	Liberty Hill ISD Admn. Building	14001 W. SH 29	Liberty Hill	78642
207/244	Bill Burden Elementary School	315 Stonewall Pkwy.	Liberty Hill	78642
216	Naumann Elementary School	1201 Brighton Bend Ln.	Cedar Park	78613
217	Purple Sage Elementary School	11801 Tanglebriar Tr.	Austin	78750
218	Anderson Mill Elementary School	10610 Salt Mill Hollow	Austin	78750
239	Westwood High School	12400 Mellow Meadow Dr.	Austin	78750
244	Bill Burden Elementary School	315 Stonewall Pkwy.	Liberty Hill	78642
253	Leander High School	3301 S. Bagdad Rd.	Leander	78641
254	Good Shepherd Lutheran Church	700 W. Whitestone Blvd.	Cedar Park	78613
258	Liberty Hill ISD Admn. Building	14001 W. SH 29	Liberty Hill	78642
259	Bagdad Elementary School	800 Deercreek Ln.	Leander	78641
264	First Baptist Church	10,000 FM 2243	Leander	78641
265	Block House Creek Elementary School	401 Creek Run Dr.	Leander	78641
266	Riviera Springs Clubhouse	2402 E Riviera Dr.	Cedar Park	78613
273	Cypress Elementary School	2900 El Salido Pkwy.	Cedar Park	78613
274	Noel Grisham Middle School	10805 School House Ln.	Austin	78750
275	Bethany United Methodist Church	10010 Anderson Mill Rd.	Austin	78750
276	Pleasant Hills Elementary School	1800 Horizon Park Blvd.	Leander	78641
277	Cedar Park High School	2150 Cypress Creek Rd.	Cedar Park	78613
278	Treasure of the Hills Senior Center	408 Ridgewood Dr.	Cedar Park	78613
283	Giddens Elementary School	1500 Timberwood Dr.	Cedar Park	78613
287	Mason Elementary School	1501 N. Lakeline Blvd.	Cedar Park	78613
293	Faubion Elementary School	1209 Cypress Creek Rd.	Cedar Park	78613
301/371	Georgetown ISD Admn. Bldg.	603 Lakeway Dr.	Georgetown	78628
302	Georgetown Country Club	1500 Country Club Rd.	Georgetown	78628
305	Jo Ann Ford Elementary School	210 Woodlake Dr.	Georgetown	78628
308/369	County Central Maintenance Facility	3151 SE Inner Loop Dr.	Georgetown	78626
309	Andice Community Center	6600 FM 970	Andice	78628



NOVEMBER 2008 ELECTIONS - NOVEMBER 4, 2008

PRECINCT	LOCATION	ADDRESS	CITY	ZIP
310	Florence Volunteer Fire Dept.	301 S. Patterson	Florence	76527
311	Jonah Community Center	40 CR 126	Georgetown	78626
312	Jarrell Memorial Park (Community Bldg.)	1651 CR 305	Jarrell	76537
314	San Gabriel Community Center**	445 E. Morrow St.	Georgetown	78626
330	Walburg Community Center	4000 FM 972	Walburg	78673
331	Merrill Gardens at Round Rock*	8005 Cornerwood Dr.	Austin	78717
332	Georgetown Airport Terminal Bldg.	500 Terminal Dr.	Georgetown	78628
340/397	Brushy Creek Elementary School	3800 Stonebridge Dr.	Round Rock	78681
343/345	First Baptist Church	1333 W. University Ave.	Georgetown	78628
345	First Baptist Church	1333 W. University Ave.	Georgetown	78628
348	Round Rock Presbyterian Church	4010 Sam Bass Rd.	Round Rock	78681
357	Parks and Recreation Admin. Bldg.**	1101 N. College St.	Georgetown	78626
361	Weir Fire Hall	450 FM 1105	Weir	78674
367	First United Methodist Church	410 E. University Ave.	Georgetown	78626
369	Co. Central Maintenance Facility	3151 SE Inner Loop Dr.	Georgetown	78626
370	Girl Scout Hut	1511 Laurel St.	Georgetown	78626
371	Georgetown ISD Admn. Bldg.	603 Lakeway Dr.	Georgetown	78628
379	Georgetown Fire Station No. 4*	4200 Airport Rd.	Georgetown	78628
381/394/396/399	Sun City Social Center	2 Texas Dr.	Georgetown	78628
382	Cactus Ranch Elementary School	2901 GoldenOak Circle	Round Rock	78681
392	Village Elementary School	400 Village Commons Blvd.	Georgetown	78628
394	Sun City Social Center	2 Texas Dr.	Georgetown	78628
395	Wellspring United Methodist Church	6200 RR 2338 (Williams Dr.)	Georgetown	78633
396	Sun City Social Center	2 Texas Dr.	Georgetown	78628
397	Patsy Sommer Elementary School**	16200 Avery Ranch Blvd.	Round Rock	78717
398	Westside Church of Christ	3300 FM 1431	Round Rock	78681
399	Sun City Social Center	2 Texas Dr.	Georgetown	78628
413	Immanuel Lutheran Church	411 CR 401	Taylor	76574
415	SPJST Hall	112 W. Davilla St.	Granger	76530
420	Hutto Elementary School	100 Mager Ln.	Hutto	78634
421	Taylor City Hall	400 Porter St.	Taylor	76574
423	Round Rock Church of Christ	1200 N. Georgetown St.	Round Rock	78664
424	Forest Creek Elementary School	3805 Forest Creek Dr.	Round Rock	78664
425	First United Methodist Church	645 West Clark St.	Bartlett	76511
426	Hutto City Hall	401 W. Front St.	Hutto	78634
427	First United Methodist Church	907 W. Lake Dr.	Taylor	76574
428	Trinity Lutheran Church	3505 N. Main St.	Taylor	76574
429	First Presbyterian Church	114 W. 6th St.	Taylor	76574
433	Coupland School	620 S. Commerce St.	Coupland	78615
434	Thrall Volunteer Fire Dept.	214 Main St.	Thrall	76578
436	Stony Point High School	1801 Bowman Rd.	Round Rock	78664
441	Schwertner Community Club	6706 E. FM 487	Schwertner	76573
455	Voigt Elementary School	1201 Cushing Dr.	Round Rock	78664
456	Our Lady of Guadalupe Church	113 Dickey St.	Taylor	75674
463	The Fellowship at Forest Creek Church	3379 Gattis School Rd.	Round Rock	78664
480	Gattis Elementary School	2920 Round Rock Ranch Blvd.	Round Rock	78664
484	Caldwell Heights Elementary School	4010 Eagles Nest St.	Round Rock	78664
488	Ridgeview Middle School	2000 Via Sonoma Tr.	Round Rock	78664
491	Double File Trail Elementary School	2400 Chandler Creek Blvd.	Round Rock	78664

\*Pending \*\*New locations



**EARLY VOTING SCHEDULE**  
**NOVEMBER 2008 ELECTIONS – NOVEMBER 4, 2008**

**DATES AND TIMES FOR FULL-TIME LOCATIONS:**

**Monday, October 20 through Friday, October 31**

7:00 a.m. to 7:00 p.m. Weekdays and Saturday

Noon – 6:00 p.m. on Sunday

**FULL-TIME LOCATIONS:**

**Main Location:**

***Williamson County Inner Loop Annex***, 301 SE Inner Loop, Georgetown, TX

**Branch Locations:**

***Parks & Recreation Admin. Bldg.***, 1101 N. College, Georgetown, TX

***Sun City Social Center***, 2 Texas Dr., Georgetown, TX

***McConico Building***, 301 W. Bagdad St., Round Rock, TX

***Kinningham Park***, 1000 South Creek Dr., Round Rock, TX

***Brushy Creek Community Center***, 16318 Great Oaks Dr., Round Rock, TX

***Anderson Mill Municipal Utility District***, 11500 El Salido Parkway, Austin, TX

***Cedar Park Public Library***, 550 Discovery Blvd., Cedar Park, TX

***Pat Bryson Municipal Hall***, 201 N. Brushy, Leander, TX

***Taylor City Hall***, 400 Porter St., Taylor, TX

**PART-TIME LOCATIONS, DATES, AND TIMES:**

***Round Rock ISD Performing Arts Center***, 5800 McNeil Dr., Austin, TX

Weekdays and Saturday      7:00 a.m. to 7:00 p.m.

Sunday      Closed



**Georgetown ISD Admin Bldg**, 603 Lakeway Dr., Georgetown, TX  
Thursday, October 23 through Saturday, October 25  
Wednesday, October 29 through Friday, October 31  
7:00 a.m. to 7:00 p.m.

**Seton Medical Center Williamson**, 201 Seton Parkway, Round Rock TX  
Tuesday, October 28 and Wednesday, October 29  
7:00 a.m. to 7:00 p.m.

**Austin Community College Campus**, 1555 Cypress Creek Rd., Cedar Park, TX  
Thursday, October 30 and Friday, October 31  
7:00 a.m. to 7:00 p.m.

**Twin Lakes Family YMCA**, 204 East Little Elm Trail, Cedar Park TX  
Thursday, October 30 and Friday, October 31  
7:00 a.m. to 7:00 p.m.

**Hutto City Hall**, 401 W. Front St., Hutto, TX  
Thursday, October 23 through Saturday, October 25  
Thursday, October 30 and Friday, October 31  
7:00 a.m. to 7:00 p.m.

#### **RURAL TEMPORARY LOCATIONS, DATES AND TIMES:**

<b>Jarrell Memorial Park</b> , 1651 CR 305, Jarrell, TX	Thursday	Oct 23
<b>Florence VFD</b> , 301 S. Patterson, Florence, TX	Friday	Oct 24
<b>Liberty Hill Annex</b> , 3407 RR 1869, Liberty Hill, TX	Saturday	Oct 25
<b>Thrall VFD</b> , 210 Main St., Thrall, TX	Tuesday	Oct 28
<b>Granger City Hall</b> , 214 E. Davilla, Granger, TX	Wednesday	Oct 29
<b>Andice Community Center</b> , 6600 FM 970, TX	Wednesday	Oct 29

**Hours for voting at the Rural Temporary Locations are from 11 a.m. to 7 p.m.**



## Discuss and take appropriate action concerning sick leave pool policy.

### Commissioners Court - Regular Session

**Date:** 07/29/2008  
**Submitted By:** Lisa Zirkle, Human Resources  
**Submitted For:** Lisa Zirkle  
**Department:** Human Resources  
**Agenda Area:** Regular Agenda Items

---

#### Information

##### Agenda Item

Discuss and take appropriate action concerning sick leave pool policy.

##### Background

The attached Sick Leave Pool Policy is being recommended by the Benefits Committee to the Commissioner's Court for their review, consideration and discussion. Along with this policy, the request noted below is also being provided for consideration by the Commissioner's Court. This request was made directly to Commissioner Birkman and was also considered by the Benefits Committee.

"As you already know, the past year for Captain Shawn Newsom has been a rough one, to say the least. Shawn's wife has been fighting cancer relentlessly. During a recent visit to the doctor's office, yet another tumor was found, located in the brain. Unfortunately, this is not the only obstacle Shawn now has to fight as he is now on the brink of exhausting all of his sick time. Shawn, who has stood by his wife's side during her battle, is dangerously low on sick time due to lengthy stays at MD Anderson Hospital in Houston Texas with several more to come.

Shawn has proudly served the citizens of Williamson County for the past 22 years as a paid member of the Williamson County Sheriff's Office. He is also a licensed EMT and Firefighter, assisting with those entities. Shawn unselfishly donates his free time to the community as an unpaid member of the Granger School board, fire fighter and EMT in addition to his fulltime position at the Sheriff's Office. Until recently, Shawn was maxed out on his sick time until he was forced to exhaust nearly all of it due to his wife's condition. Now, with the new developments of the cancer spreading to Kathy's brain, he is facing a burden in addition to his wife's condition. This has caused additional stress to Shawn and his family due to Kathy's treatments in Houston.

With that said, there are several members of the Sheriff's Office and other county employees willing to donate hundreds of hours of their own sick time to Shawn in effort to alleviate an undue stress to Shawn and his family. It is more than frustrating to see someone going through such a situation that many of us can only imagine when there is something we can do and want to do to help. We are pleading with the Commissioner's Court to allow employee's to donate their sick time to an individual of their choice. There are no legal justifications as to why this can not be done. The only issue with this plan is the county may encounter issues of a conversion of time from a lower paid employee to a higher paid or opposite. It would be a very simple conversion formula to calculate. Once the conversion is formulated, transferring time from one employee to another would take a matter of seconds. Most sick pools are generated on a one to one hour basis if the county would like to approach the matter in that fashion, alleviating confusion. Hays County is an excellent example of this method and also has a proven successful sick pool in place. The States of Texas and many other counties have a sick pool in place. It is time Williamson County implement a sick pool. If it is a matter of policy that is delaying the implementation of a sick pool, again, Hays County has a proven track record of success with their sick pool and will be more than happy to share their policies and procedures. However, until we can implement a sick pool, we must act now to help Shawn by the Commissioners Court voting to allow us to donate our time immediately. Many of us are "maxed out" and losing time as is. Why not allow us to donate it to such an outstanding public servant who has served his county unselfishly for 22 years.

Shawn has been an invaluable resource and generous public servant for the past 22 years and we want to help by giving him the peace of mind he needs to assist his wife in her time of crisis by donating sick time to him. Attached is an article from Gilmore Texas (Upsure County) that the Commissioners Court voted and approved county employees to donate to a specific employee until the creation of a sick pool was in place. (See link) Also below are the actual Commissioners Court minutes.

[http://www.news-journal.com/news/content/news/stories/2008/06/17/06172008\\_Upshur\\_commish.html?cxtype=rss&cxsvc=7&cxcat=7](http://www.news-journal.com/news/content/news/stories/2008/06/17/06172008_Upshur_commish.html?cxtype=rss&cxsvc=7&cxcat=7)

We ask you to please consider putting this item on the agenda for next Tuesday, July 15, 2008, making it effective immediately. The clock is ticking...

#### UPSHUR COUNTY COMMISSIONERS COURT

April 30, 2008 9:00 a.m.

Commissioners met in regular session with all members present.

6. Discuss and take action concerning an employee donating sick leave to another employee:



(Agenda items six and seven were combined.)

Judge Fowler stated that this is being done to help a county employee who has been ill with a catastrophic illness, and there have been requests from other employees to give him some sick leave hours. He furthered stated that while this has happened in the past, it has never been before the Commissioners Court and Mr. Smith felt it would be better to bring it before the Court to approve it. Judge Fowler thought it might be best to develop a policy. He stated that we can help this man today, but he would like for the Court to ask him to work on a sick pool policy as he would like to create a policy for all employees. After lengthy discussion, a motion was made to allow unlimited transfer of hours from any employee for an accumulation of up to six months for Mr. Saxon and allow the county judge to work on a sick pool policy.

Motion by Buddy Ferguson

Second by Glenn Campbell

Motion approved with a 3-2 vote.

James Crittenden and Lloyd Crabtree voted no. Dean Fowler voted yes.

#### 7. Discuss and take action to create an Upshur County Employees Sick Pool:

(Agenda items six and seven were combined.)

Upshur workers gain sick day pool

By CHRISTINA LANE

Tuesday, June 17, 2008

GILMER — In September, Upshur County employees can enroll in a sick leave pool that could provide its members with additional sick days in the event of a catastrophic illness.

Commissioners approved the policy Monday that will go into effect on Oct. 1, after a 30-day enrollment period. The vote was 3-1 with Precinct 3 Commissioner Lloyd Crabtree voting against the policy.

Commissioners began considering a sick pool policy at the end of April when county employees expressed an interest in donating sick leave to Tim Saxon, a building and maintenance employee who is ill. On April 30, commissioners voted to allow employees to donate time to Saxon, and for County Judge Dean Fowler to begin writing a sick pool policy.

"I think this is a good way to take care of our county employees," Fowler said. "It's not going to cost the county anything to do this, and it creates another benefit for our employees."

Crabtree said he voted against the policy because he thinks it will cost the county money in the long run.

"I think we give ample benefits to county employees," Crabtree said. "If we need to give more sick leave time, then we need to give more sick leave time, but I don't think we need to borrow from one to give to the other."

Precinct 1 Commissioner James Crittenden initially also was opposed to the policy. He supported a short-term disability plan instead. Crittenden voted in favor of the policy Monday because he said he realized that county employees supported it.

"I was well-pleased with the contract that the judge drew up," Crittenden said. "I think it will be accommodating to our employees."

County Treasurer Myra Harris said her office will help handle the sick pool. Harris said that though the county has not had many problems with catastrophic illnesses in the past, several employees have requested a sick pool.

"We have to remember that the employees are a big part of our workforce here," Harris said.

The pool is open to all full-time employees who have worked for the county continuously for at least 12 months and who have accrued at least 54 hours of sick leave time. The county's approximately 185 employees earn six hours a month for sick time and can accumulate up to 90 days of time. Fowler estimated that about 160 employees would be immediately eligible to apply to the pool in September.

Enrollment is open within 30 days of an employee becoming eligible for enrollment or each September. To join, the employee must submit an application to the pool administrator and donate 16 hours of sick leave.

Employees who wish to remain in the pool must donate 16 hours annually. Donations are deducted from the employee's accrued sick leave. Employees can donate a maximum of 32 hours annually.

Employees can withdraw hours from the pool if they become catastrophically ill and have used all of their accrued vacation, compensatory and sick leave hours.



According to the sick leave pool policy, a catastrophic illness is defined as an "injury or illness that, in the member employee's attending physician's opinion, will prevent the member employee from performing their normal work duties for a period of 15 calendar days or more."

To withdraw hours, employees will submit an application to the pool administrator with a letter from a physician. The administrator will review the application and send the request to a board of directors that will consider awarding pool hours to the member.

An employee cannot draw more than one-third of the hours in the pool or 320 hours, whichever is less.

Fowler said he anticipates that the sick pool might be used once every two or three years.

The board of directors and pool administrator have not yet been selected. County commissioners will appoint them in September from among employees or elected officials.

Royger Harris

Traffic Division / License & Weight

Collision Reconstruction Specialist

Williamson County Sheriff's Office

512-943-1300"

Fiscal Impact			
From/To	Acct No.	Description	Amount

Attachments

Link: [Sick Leave Pool Policy](#)

Form Routing/Status

Form Started By: Lisa Zirkle    Started On: 07/23/2008 02:54 PM

Final Approval Date: 07/24/2008



# **WILLIAMSON COUNTY SICK LEAVE POOL POLICY**

## **SECTION 1 AUTHORITY**

LOCAL GOVERNMENT CODE:

CHAPTER 157. ASSISTANCE, BENEFITS, AND WORKING CONDITIONS OF COUNTY OFFICERS AND EMPLOYEES

SUBCHAPTER E. POOLING OF SICK LEAVE BY COUNTY EMPLOYEES

## **SECTION 2 PURPOSE**

The purpose of the Williamson County Sick Leave Pool (SLP) is to provide additional sick leave time to Williamson County (County) Employees in the event of a Catastrophic Illness or Injury that prevents an employee from active employment. Time may be granted from the SLP only after the Employee has exhausted all accrued sick, vacation or other compensatory time (if applicable).

## **SECTION 3 DEFINITIONS**

A. Administrator:

The Administrator shall mean the person designated by the Williamson County Commissioners Court to serve as the administrator of the SLP program.

B. Catastrophic Illness or Injury:

A Catastrophic Illness or Injury means an illness, injury, impairment or physical or mental condition of an Employee or a member of the Employee's Immediate Family that (i) forces the Employee to exhaust all accrued leave time (sick leave, vacation, and compensatory time (if applicable)); (ii) to lose compensation with the County; and (iii) which involves, at a minimum, **one of the following**:



## 1. Hospital Care

- Inpatient care in a hospital, hospice, or residential medical care facility, including any period of Incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- Inpatient care is at least one overnight stay.

Examples: surgery, pneumonia

## 2. Absence Plus Treatment

A period of Incapacity of more than three (3) consecutive calendar days which also involves:

- Treatment two or more times by a Licensed Health Practitioner, by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner, or by a provider of health care services under orders of, or on referral by a Licensed Health Practitioner; or
- Treatment by a Licensed Health Practitioner on at least one occasion which results in a regimen of continuing treatment under the supervision of the Licensed Health Practitioner. Treatment includes examinations to determine if a Catastrophic Illness or Injury exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

Examples: physical therapy.

## 3. Chronic Conditions Requiring Treatments

A chronic condition which:

- Requires periodic visits for treatment by a Licensed Health Practitioner, or by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner
- Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- May cause episodic rather than a continuing period of Incapacity

Examples: asthma, diabetes, epilepsy

## 4. Permanent/Long-Term Conditions Requiring Supervision

A period of Incapacity which is permanent or long term due to a condition for which treatment may not be effective. The Employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a Licensed Health Practitioner.



Examples: Alzheimer's, severe stroke, or terminal stages of a disease

#### 5. Multiple Treatments (Non-Chronic Conditions)

- Any period of absence to receive multiple treatments (including period of recovery) by a Licensed Health Practitioner either for restorative surgery after an accident or other injury; or
- A condition that would likely result in a period of Incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Examples: chemotherapy, kidney dialysis, physical therapy for severe arthritis.

Other examples of Catastrophic Illnesses or Injuries which meet one of the six criteria:

- Back conditions requiring extensive therapy or surgery
- Heart conditions
- Most types of cancers
- Severe respiratory conditions
- Severe arthritis
- Severe nervous disorders
- Injuries caused by serious accidents
- Miscarriage
- Complications related to pregnancy
- Kidney disease

Conditions which normally do not meet one of the six criteria and are not normally considered Catastrophic Illnesses or Injuries\*

- Migraines/ Headaches
- Common cold
- Flu
- Earaches
- Upset stomach
- Minor ulcers
- Childbirth (without complications)
- Normal recovery from childbirth (without complications)
- Routine dental or orthodontic problems
- Absence due to substance abuse
- Stress

\*At the complete and absolute discretion of the SLP Committee, these could be considered Catastrophic Illnesses or Injuries if the individual was incapacitated for more than three (3) consecutive calendar days, he or she visits a Licensed



Health Practitioner during the period of Incapacity, and he or she follows a regimen of care prescribed by the Licensed Health Practitioner.

C. Employee:

Employee shall mean a County employee with twelve (12) or more months of continuous services with the County who is paid from either the general fund of the County, from a special fund of the County or from special grants paid through the County.

D. Employee's Immediate Family:

The Employee's Immediate Family shall include and be limited to the Employee's Spouse, Child, or Parent. For purposes of this policy, spouse, child and parent shall have the following meanings:

Parent - A biological parent of an Employee or an individual who stood in the place of a parent to an Employee when the Employee was less than eighteen (18) years of age.

Child - A child shall mean and include:

- The Employee's biological, adopted or foster child.
- The Employee's stepchild.
- A child for whom legal guardianship has been awarded to the Employee and/or the Employee's spouse.
- A spouse's biological, adopted or foster child.

The definition of a Child is subject to the following conditions and limitations:

- A child shall include any unmarried dependent child less than 18 years of age.
- A child shall also include any unmarried dependent child who is 18 years or older, but less than 25 years of age only if the Employee furnishes evidence to the SLP Administrator, to his or her satisfaction, of all of the following conditions:

- The child must not be regularly employed on a full time basis;

-The child must be a full-time student; and

-The child must be primarily dependent upon the Employee for support and maintenance.



Spouse - A Spouse shall mean the husband or wife of the Employee.

E. FMLA:

FMLA means the Family and Medical Leave Act. Leave under FMLA is normally an unpaid leave, up to 12 work weeks/60 work days. In order to be eligible for leave under the FMLA, an Employee must have worked at least 12 months (does not have to be consecutive) with the County and have worked at least 1,250 hours as of the date of the qualifying event (vacation & sick leave hours do not count as hours worked).

F. Incapacity:

Incapacity is inability to work or perform other regular daily activities due to a Catastrophic Illness or Injury, treatment therefore, or recovery there from.

G. Intermittent Leave:

Intermittent Leave shall mean leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period.

H. Licensed Health Practitioner:

A Licensed Health Practitioner shall mean a licensed doctor of medicine or osteopathy, or any licensed professional determined by the SLP Committee to be a legitimate provider capable of providing health care services.

I. Open Enrollment Period:

The Open Enrollment Period for the SLP shall be during the month of \_\_\_\_\_ of each year, with dates established by the Administrator. The new year for the SLP begins on \_\_\_\_\_ of each year.

J. SLP Committee:

The SLP Committee shall be a volunteer committee composed of at least five (5) voting members (County Employees, Department Directors and/or Elected Officials) and two (2) nonvoting members (HR Director and Public Health Nurse), who shall all be appointed by the Commissioners Court.

#### **SECTION 4** **ADMINISTRATION OF THE SLP**

- A. Administrator. In addition to the duties and obligations specifically set forth herein below, the SLP Administrator shall be responsible for developing mechanisms to transfer accrued sick leave into and out of the SLP; developing rules and procedures for the



operation of the SLP; and developing forms for contributing to, or using leave from, the SLP.

- B. SLP Committee. The SLP Committee shall, in addition to the duties and obligations specifically set forth herein below, be responsible for reviewing all employee requests for use of time from the SLP. A simple quorum of the committee members (3 SLP Committee members) will be required to take any action relating to the granting or denying of an Employee's request to use time from the SLP. The decisions of the SLP Committee shall be based on a simple majority of the quorum. In the event of a tie vote, the SLP Administrator shall vote in order to break the tie. Each member of the SLP Committee shall serve for a one (1) year term. In the event that a member of the SLP Committee resigns prior to the expiration of his or her term, the vacancy left by the resigning member shall be immediately filled by the Commissioners Court. The SLP Committee members shall elect a Chairperson, a Vice-Chairperson and a Secretary at each initial yearly meeting of the SLP Committee.
- C. Public Health Nurse. On an "as needed" basis, a Public Health Nurse, which is selected by the SLP Committee, shall provide recommendations to the SLP Committee and correspond with any medical authority for clarifications as required.

## **SECTION 5**

### **POOL MEMBERSHIP**

- A. Except as otherwise provided herein and in addition to any other eligibility requirements set forth hereunder, each regular full-time Employee shall be eligible to join the SLP program so long as such Employee satisfies one of the two following criteria (1) the employee will have a sick leave balance of at least eighty (80) hours following his or her contribution of accrued sick leave into the SLP; or (2) the employee has accrued at least four hundred eighty (480) hours of sick leave while working for the County within a period of five (5) consecutive years preceding such employees application to join the SLP program.
- B. Each Employee desiring to join the SLP may contribute not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP. SLP contributions shall be made only in minimum increments of eight (8) hours each.
- C. Employees shall only be able to join the SLP during each Open Enrollment Period.
- D. New hires (employees newly hired by the County) may join the SLP no later than thirty (30) days following twelve (12) months of continuous "creditable" service with the County; provided, however, such new hire cannot join the SLP at such time unless he or she will have a sick leave balance of at least eighty (80) hours following his or her



contribution of accrued sick leave into the SLP. If the new hire either fails to join within the said time period or if he or she is unable to join due to an inadequate sick leave balance, such new hire will be required to wait until the next annual Open Enrollment Period.

- E. In order to join the SLP, an Employee must submit a SLP Enrollment and Contribution Form to the Williamson County Human Resources Department prior to the end of each Open Enrollment Period. SLP Enrollment and Contribution Form are available at the Williamson County Human Resources Department. An Employee's membership in the SLP shall be for a period of twelve (12) months beginning on the first day following each annual Open Enrollment Period.
- F. In order to maintain enrollment in the SLP from year to year, each Employee must renew his or her membership in the SLP by contributing not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP each year during the Open Enrollment Period. Only one donation each fiscal year is required to maintain membership in the SLP. Except as otherwise specifically set forth herein, an Employee's failure to enroll during an Open Enrollment Period will result in the termination of the Employee's continued membership in the SLP.
- G. Each hour that an Employee donates to the SLP will be permanently subtracted from the Employee's accrued sick leave balance that is on file as of closeout of the Open Enrollment Period. No advances on sick leave accruals will be granted to allow an Employee to meet the minimum required contribution.
- H. An Employee's contribution of accrued sick leave hours shall be irrevocable and the Employee, by making such contribution, agrees to release any and all rights and interest in and to the contributed sick leave hours.
- I. The accrued sick leave hours that an Employee contributes to the SLP shall become the property of the SLP and cannot be returned in the event the Employee dies, retires, resigns, is terminated, is placed on temporary suspension or otherwise fails to maintain his or her membership in the SLP from year to year.
- J. The time contributed to the SLP cannot be designated to be given to any particular Employee.
- K. There is no guarantee that a contributing Employee will receive or be eligible to be reimbursed any time that he or she contributes to the SLP should such Employee have a need to make application for SLP time at a later date.



- L. Upon the conclusion of twelve (12) months following the Open Enrollment Period, any unused time that remains in the SLP shall be determined and carried forward for the next twelve (12) month period of the SLP.
- M. An Employee who is terminated, who resigns or who retires may donate not more than eighty (80) hours of their accrued sick leave prior to the time of their departure from County employment.
- N. If, at any time, the sick leave available through the SLP falls below the number of days equal to two times (2x) the number of members of the SLP, each Employee member may voluntarily contribute eight (8) additional hours of accrued sick leave time to the SLP in order to maintain membership in the SLP. This type of contribution would be considered an emergency allocation that is necessary to bring the pool up to the amount of hours needed to maintain the continued operation of the SLP.

**SECTION 6**  
**GRANTING OF TIME FROM SLP**

- A. The SLP may only be granted to and used by an Employee (1) for a Catastrophic Illness or Injury that makes the Employee unable to perform the Employee's job; or (2) to care for the Employee's Immediate Family member, who has a Catastrophic Illness or Injury. Furthermore, SLP time will not be granted to an Employee unless the Employee would also qualify for use of sick leave under the County's benefits policies.
- B. Intermittent Leave may be granted so long as such leave qualifies as a Catastrophic Illness or Injury hereunder. Such Intermittent Leave grants are normally approved with the intent of providing the member time to come back to work.
- C. Pregnancy will not be covered by the SLP, but complications due to pregnancy or delivery that qualify as a Catastrophic Illness or Injury will be considered.
- D. SLP time will not be granted to an Employee when he or she is receiving worker's compensation benefits under the Texas Workers Compensation Act. SLP time will also not be granted in cases where the Employee's receipt of SLP time would allow such employee to have paid time past the ending date of their current entitlement to FMLA leave.
- E. During each twelve (12) month period following an Open Enrollment Period, the maximum amount of SLP time that may be granted to an eligible Employee shall not exceed one-third (1/3) of the total amount of the SLP, or one hundred twenty (120) hours, whichever is less as of the time of the Employee's application.



- F. If an Employee who has received time from the SLP returns to work and he or she or his or her Immediate Family Member later becomes ill again from the same or different Catastrophic Illness or Injury within the same twelve (12) month period, the Employee may apply for additional SLP time; provided, however, such Employee shall not be granted any amount of SLP time that would cumulatively exceed the lesser of one-third (1/3) of the total amount of the SLP as of the time of the Employee's initial application for SLP time, or one hundred twenty (120) hours.
- G. Requests for the granting of additional time from the SLP must be applied for by the Employee and shall not be automatically granted.
- H. An Employee cannot receive time from the SLP if the Employee is placed on temporary suspension, is on approved leave of absence or is otherwise terminated.
- I. All unused time that was granted to an Employee from the SLP shall be returned to the SLP.
- J. The grant of time from the SLP to an employee shall terminate upon the earliest occurrence of the following:
  - 1. The date the Employee returns to work; or
  - 2. The exhaustion of the specific amount of time that the SLP Committee granted to the Employee, unless the SLP Committee has granted the Employee additional SLP time and, in such case, upon the exhaustion of any additional SLP time that was granted to the Employee; or
  - 3. The effective date of the Employee's termination (including termination due to the Employee's death), suspension, leave of absence, retirement, or resignation; or
  - 4. The Employee has used the maximum amount of SLP time allowable under this policy; or
  - 5. The SLP Committee determines that the Employee is no longer eligible to receive any further or additional time from SLP.

## **SECTION 7** **PROCEDURE**

- A. An eligible Employee must apply for permission to receive time from the SLP by submitting a SLP Withdrawal Request Form to the SLP Administrator. The SLP Withdrawal Request Forms shall be available at the Williamson County Human Resources Department. Each SLP Withdrawal Request Form must be completely filled out and include the following:



1. The date on which the Catastrophic Illness or Injury commenced;
2. The probable duration of the Catastrophic Illness or Injury;
3. The appropriate medical factors within the knowledge of the Employee's Licensed Health Practitioner regarding the Catastrophic Illness or Injury;
4. A statement from the Licensed Health Practitioner that the Employee is unable to perform the functions of his or her position;
5. The anticipated date the Employee will be eligible to return to work;
6. The amount of time requested from the SLP;
7. If the Employee is applying for SLP time in order to care for an Immediate Family Member, the Employee must include a statement from the Immediate Family Member's Licensed Health Practitioner that the eligible Employee is needed to care for his or her Immediate Family Member, along with an estimate of the amount of time that the Employee is needed to care for his or her Immediate Family Member; and
8. Any other information that the Administrator or the SLP Committee deems necessary.

- B. The completed SLP Withdrawal Request Form, along with all of the required documentation and information must be submitted no more than ten (10) days prior to the exhaustion of all of the Employee's accrued sick leave, vacation and compensatory time. The obligation to submit said form and required documentation and information shall be the Employee's responsibility. The Employee's failure to complete the said form and provide the required documentation and information may result in the denial or delay of any grant of time from the SLP. If an Employee is critically ill and unable to file the SLP Withdrawal Request Form and required documentation and information, the Employee's supervisor or department head may, at the request of the Employee's family, submit the request form and required documentation and information; provided, however, the department head or supervisor must obtain a written consent form for the applicable HIPAA and FMLA privacy laws in order to take such action.
- C. Upon receipt of an Employee's completed SLP Withdrawal Request Form (along with all required documentation and information), the SLP Administrator shall review the request and provide a recommendation to the SLP Committee.
- D. The SLP Committee shall call a meeting in order to review both the Employee's completed SLP Withdrawal Request Form (along with all required documentation and information) and the Administrator's recommendation. At such called meeting, the SLP



Committee shall vote based on the terms and conditions of this policy to approve, deny or modify the amount of time that an Employee is requesting from the SLP. **The SLP Committee's decision to approve, deny or modify the amount of time that an Employee is requesting from the SLP shall be final.** The requesting Employee or a member of his or her family may be required to appear at a called meeting before the SLP Committee in order to substantiate the request. The SLP Committee may, at its sole discretion, require that the supervisor, department head and/or elected official under which the requesting employee works appear and/or provide any information and testimony that the SLP Committee deems necessary for its deliberation of whether or not to approve, deny or modify the amount of time that an Employee is requesting from the SLP.

- E. In the event the SLP Committee votes in favor of granting time from the SLP to a requesting Employee, the SLP Committee shall notify the Administrator of the amount of SLP time that has been granted. The Administrator shall then approve the transfer of that amount of time from the SLP to the Employee. The amount of SLP time granted to an Employee shall be credited to the Employee and shall be used in the same manner as accrued sick leave. Furthermore, in accordance with state law, an Employee absent on sick leave assigned from the SLP is treated for all purposes as if the Employee were absent on earned sick leave.
- F. The SLP Committee may require an Employee, who has been granted time from the SLP, to undergo periodic return visits to his or her Licensed Health Practitioner to assess progress and make continuing reports to the Committee. If the SLP Committee determines that the Employee is no longer eligible to receive time from the SLP, the SLP Committee can withdraw its existing grant of SLP time to the employee and discontinue any further transfers of SLP time to such Employee.
- G. The SLP Committee reserves the right to modify or waive any requirement or condition listed herein, with the approval of the Commissioners Court, to address any special or unusual circumstances that may arise.
- H. Sick leave granted from the SLP may not be used to pay for holidays and shall only be used for approved workdays. An Employee that is on shift work (i.e., other than normal forty [40] hour work weeks) must provide a copy of his or her shift schedule for the entire duration of the requested SLP grant. In the event this type of Employee is granted time from the SLP, he or she will be charged the corresponding hours of their respective duty shifts (i.e., 12 or 24 hours vs. an 8 hour shift).
- I. Each Employee that receives a grant of time from the SLP must return to work after he or she has been released by his or her Licensed Health Practitioner. A Fitness for Duty Form must be completed by a Licensed Health Practitioner and be returned to the



Williamson County Human Resources Department before an Employee on a SLP grant may return to work. The Fitness for Duty Form shall advise if the Employee is fit for duty and list any and all restrictions relating to the Employee's return to work.

- J. FMLA leave shall run concurrently with leave granted from the SLP.
- K. The estate of a deceased Employee shall not be entitled to payment for unused sick leave acquired by the Employee from the SLP.
- L. An Employee shall not earn sick leave, annual leave, vacation time or any other type of paid leave when receiving time from the SLP. However, allocated time from the SLP shall be included in computing an Employee's length of service with the County.

## **SECTION 8**

### **MISCELLANEOUS PROVISIONS**

- A. The County may discontinue and/or terminate the SLP program without cause or liability upon one hundred twenty (120) days written notice to all Employees that are participating in the SLP program as of the date of its termination.
- B. If any provision of this SLP shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire SLP will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. If any provision of this SLP is determined to be invalid or unenforceable, it is the desire and intention of the County that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this SLP.
- C. The guidelines, terms and conditions of this SLP program may be amended at any time upon the recommendation of the SLP Committee. Any recommended amendments must be approved by the Commissioners Court.



## **SLP REQUIRED FORMS**

The following forms may be obtained from the Williamson County Human Resources Department:

- A. SLP Enrollment and Contribution Form
- B. SLP Withdrawal Request Form
- C. Fitness For Duty Form

**NOTE: The above referenced forms may be revised periodically. It is the Employee's obligation and responsibility to check with the Williamson County Human Resources Department to ensure correct forms are used.**



## 2008-2009 Budget Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Ashlie Koenig, County Judge  
Submitted For: Dan Gattis  
Department: County Judge  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Discuss 2008-2009 County Budget

#### Background

Regular agenda item put on ever agenda this time of year to allow discussion surrounding the 2008-2009 Budget

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

*No file(s) attached.*

---

### Form Routing/Status

Form Started By: Ashlie Koenig  
Started On: 07/10/2008 01:07 PM  
Final Approval Date: 07/10/2008

---



## Award Bid for Asphalt Mixes Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Barry Becker, Purchasing  
Department: Purchasing  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Consider awarding bids received for Asphalt Mixes to the low bid meeting specifications - RTI Hot Mix Ltd.  
Ironhorse Asphalt  
Vulcan Materials

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Asphalt Mixes Bid Tabulation](#)

---

### Form Routing/Status

Form Started By: Barry Becker  
Started On: 07/23/2008 05:08 PM  
Final Approval Date: 07/24/2008

---



# WILLIAMSON COUNTY BID TABULATION ASPHALT MIXES FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

**BID NUMBER: 08WC614**

Recommend Award To: RTI Hot Mix Ltd. – Items # 1, 2, 3;  
Ironhorse Asphalt – Items # 4, 5, 6  
Vulcan Materials – Items # 7, 8

			Austin Asphalt	RTI	Ironhorse Asphalt
ITEM #	DESCRIPTION	UNIT			
1	Black Base, TxDot Item 340, Type A To reach 95% Lab density	Ton	50.00	49.50	53.75
2	Asphalt Concrete, TxDot Item 330, Type C To reach 95% Lab density	Ton	n/b	49.50	54.00
3	Hot Mix Concrete, TxDot Item 330, Type D To reach 95% Lab density	Ton	n/b	49.50	54.00
4	Hot Mix Concrete, TxDot Item 330, Type F To reach 95% Lab density	Ton	n/b	65.00	54.00
5	Hot Mix Cold Lay Black Base, TxDot Item 334, Type D To reach 95% Lab density	Ton	n/b	70.00	54.00
6	Hot Mix Cold Lay Black Base, TxDot Item 334, Type A To reach 95% Lab density	Ton	n/b	70.00	54.00

## SPECIFY F.O.B. SITES.

List F.O.B. Site as: G (Granger), F (Florence), LH (Liberty Hill), GT (Georgetown), T (Taylor)

### VULCAN MATERIALS – only bidder

		F.O.B. STE	Unit	Unit Price
7	TxDot Item 330, Limestone Rock Asphalt Black Base- Type AA, A, B, C, CC, D			
		GRANGER	Ton	71.59
		FLORENCE	Ton	71.59
		LIBERTY HILL	Ton	69.99
		TAYLOR	Ton	69.19
		GEORGETOWN	Ton	67.59
8	TxDot Item 332, Limestone Rock Asphalt (Trap Mix)- Type BS, CS, DS, FS,			
		GRANGER	Ton	73.59
		FLORENCE	Ton	73.59
		LIBERTY HILL	Ton	71.99
		TAYLOR	Ton	71.19
		GEORGETOWN	Ton	69.59



## Award Bid for Asphalt Cement Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Barry Becker, Purchasing  
Department: Purchasing  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Consider awarding bids received for Asphalt Cement and Cut Back Asphalt to low bid meeting specifications - Cleveland Asphalt Products.

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Asphalt Cement Bid Tabulation](#)

---

### Form Routing/Status

Form Started By: Barry Becker  
Started On: 07/23/2008 05:15 PM  
Final Approval Date: 07/24/2008

---



**WILLIAMSON COUNTY BID TABULATION**  
**ASPHALT CEMENT & CUT BACK ASPHALT FOR WILLIAMSON COUNTY**  
**UNIFIED ROAD AND BRIDGE SYSTEM**  
**BID NUMBER: 08WC615**

Recommend Award To: Cleveland Asphalt

			CLEVELAND		PERFORMANCE GRADE	
			F.O.B. SITE	UNIT PRICE	F.O.B. SITE	UNIT PRICE
ITEM #	DESCRIPTION	UNIT				
1	AC-5 TxDot Item 300.2, Table 1	Gal	3.4761	3.25	ALL SITES	3.25
2	AC-10 TxDot Item 300.2, Table 1	Gal	3.4761	3.25	ALL SITES	3.25
3	RC-250 TxDot Item 300.2, Table 4	Gal	4.1261	3.90	ALL SITES	N/B
4	MC-30 TxDot Item 300.2, Table 5	Gal	4.3261	4.10	ALL SITES	N/B



## Award Bid for Asphalt Emulsions Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Barry Becker, Purchasing  
Department: Purchasing  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Consider awarding bids received for Asphalt Emulsion to the low bid meeting specifications -  
Cleveland Asphalt Products  
P2 Emulsions

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

Link: [Asphalt Emulsion Bid Tabulation](#)

---

### Form Routing/Status

Form Started By: Barry Becker  
Started On: 07/23/2008 05:21 PM  
Final Approval Date: 07/24/2008

---



**WILLIAMSON COUNTY BID TABULATION**  
**ASPHALT EMULSIONS FOR WILLIAMSON COUNTY**  
**UNIFIED ROAD AND BRIDGE SYSTEM**

**BID NUMBER: 08WC616**

Recommend Award To: Cleveland Asphalt – items # 1, 2, 3,4,5,6  
P2 Emulsions – items # 7, 8

CONTRATOR			CLEVELAND		ERGON ASPHALT		PERFORMANCE GRADE		P2 EMULSIONS		SemMaterial	
			F.O.B. SITE	UNIT PRICE			F.O.B. SITE	UNIT PRICE	F.O.B. SITE	UNIT PRICE	F.O.B. SITE	UNIT PRICE
ITEM #	DESCRIPTION	UNIT										
1	<b>HFRS-2</b> TxDot Item 300.2, Table 7 & 8	Gal	2.5661	2.34	GTWN	3.3134	ALL SITES	N/B	N/B	N/B	2.41	2.5213
2	<b>CRS-2</b> , TxDot Item 300.2, Table 7 & 8	Gal	2.5061	2.28	GTWN	3.3134	ALL SITES	2.40	N/B	N/B	N/B	N/B
3	<b>HFRS-2P</b> TxDot Item 300.2, Table 9	Gal	2.8261	2.60	GTWN	3.5334	ALL SITES	N/B	N/B	N/B	2.91	3.0213
4	<b>CRS-2P</b> TxDot Item 300.2, Table 9	Gal	2.8261	2.60	GTWN	3.5334	ALL SITES	2.80	N/B	N/B	N/B	N/B
5	SS-1 Emulsion	Gal	2.3361	2.11	GTWN	3.2634	ALL SITES	2.40	N/B	N/B	2.22	2.3313
6	RS-1P Emulsion	Gal	2.8261	2.60	GTWN	N/B	ALL SITES	N/B	N/B	N/B	N/B	N/B
7	Asphalt Rejuvenation Agent	Gal	3.8761	2.65	GTWN	N/B	ALL SITES	3.25	N/B	3.07	N/B	N/B
8	Asphalt Emulsion Stabilizer	Gal	3.8761	2.65	GTWN	3.4834	ALL SITES	3.25	N/B	3.00	N/B	N/B
9	Pump Charge					80.00		40.00		70.00		







## Road & Bridge Online Auction Budget Admendment Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Melanie Denny  
Department: County Auditor  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional surplus property sale proceeds for the Road & Bridge fund.

#### Background

This revenue was brought in over and above the projected revenues. This will cover the online auction expenditures.

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
	0200.0000.364000	Sale of Surplus Property	\$1,516.00

---

### Attachments

*No file(s) attached.*

---

### Form Routing/Status

Form Started By: Lisa Moore  
Started On: 07/22/2008 08:55 AM  
Final Approval Date: 07/24/2008

---



## Road & Bridge Online Auction Budget Admendment Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Melanie Denny  
Department: County Auditor  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge online auction expenditures for the Road & Bridge fund.

#### Background

Due to new online auction program, expenditures were not planned.

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
	0200.0210.004999	Miscellaneous	\$1,516.00

---

### Attachments

*No file(s) attached.*

---

### Form Routing/Status

Form Started By: Lisa Moore  
Started On: 07/22/2008 09:00 AM  
Final Approval Date: 07/24/2008

---



## 2008-2009 Budget Hearings Commissioners Court - Regular Session

Date: 07/29/2008  
Submitted By: Ashlie Koenig, County Judge  
Submitted For: Dan Gattis  
Department: County Judge  
Agenda Area: Regular Agenda Items

---

### Information

#### Agenda Item

Recess until 1:00 for 2008-2009 Budget Hearings from 1:00 - 4:00

#### Background

---

### Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

---

### Attachments

*No file(s) attached.*

---

### Form Routing/Status

Form Started By: Ashlie Koenig  
Started On: 07/10/2008 01:39 PM  
Final Approval Date: 07/10/2008

---