

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
FEBRUARY 24TH, 2009
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 consider a line item transfer for Facilities Maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-004510	Facility Maint & Repair	10000	
To	0100-0509-004512	Kitchen Maint & Repairs	10000	

6. Discuss and consider approving a line item transfer for Non Departmental

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$16,570	
To	0100-0409-003003	Non Dept/Radio Equip	\$16,570	

7. Discuss and consider approving a line item transfer for the County Judge's Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004999	Non Dept/Misc	\$1,446.51	
To	0100-0400-003005	Cty Judge/Furniture	\$1,446.51	

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0110-0499-004350	Printed forms, book, binders	500.00	
To	0100-0499-004410	Insurance, bond premiums	500.00	

9. Consider approving Continuing Education Hours for CIO for County Clerk.
10. Consider approving the Treasurer's Report on the Williamson County Finances for January 2009.
11. Accept and enter into the official minutes of the Commissioners' Court the December 2008 Investment Report approved by the Williamson County Investment Committee on January 22, 2009.
12. Consider Accepting Racial Profile Report submitted by Constable Pct. 3 as required by TX.CCP 2.133 & 2.134.
13. Consider and take appropriate action on authorizing the destruction of 15 vehicles in compliance with the Local Initiative Clean Vehicle Grant. The grant paid for 50% of the costs associated with purchasing 15 replacement hybrid vehicles. (Revised list filed with minutes.)

14. Consider authorizing request for traffic control for "Spokes 'N Spurs" 5th annual benefit bicycle ride to be held on Saturday, March 14th, 2009.
15. Discuss and consider preliminary plat approval of the Resubdivision of the Amended Plat of an Amending Plat of Lot 1A, Calder Subdivision and Lot 53, Estates of Westlake, Pct. 3.

REGULAR AGENDA

16. Hear update on the Solid Waste Advisory Committee from Dr. Orlynn Evans.
17. Hear presentation and update on Capital Area Housing Finance Corporation.
18. Discuss and take appropriate action on road bond program.
19. Discuss and consider approving Huggins/Seiler & Associates, LP Supplemental #1 to their Reagan Blvd., Phase 4 Professional Service Agreement (PSA) adding the FM 1460 (Old Settlers Blvd. to University) project.
20. Consider authorizing Project Budget transfer request of 2006 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: to move \$4,000,000.00 from Southeast Inner Loop (P166) to Georgetown SH 29 Bypass (P194).
21. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for Office of Attorney General in the amount of \$9,500.00 associated with a non-departmental expenditure (PTT 1).
22. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$12,813.25 associated with FM 1660 (PTT1566-01-009).
23. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$471,109.73 associated with US 79 Section 5B (PTT0204-04-042)
24. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$71,099.00 associated with IH-35/SH 29 Turnaround Bridges (PTT0015-08-122).

25. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$212,325.73 associated with RM 2338 from FM 3405 to Ronald Reagan Boulevard (PTT2211-01-023).
26. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Bond for various invoices in the amount of \$117,285.87 associated with US 79 Section 3, US 79 Section 5A, US Section 5B, FM 1660, US 183A Extension, and FM 3405 to Ronald Reagan Boulevard.
27. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Bond for various invoices in the amount \$81,686.49 associated with US 79 Section 5A (PTT0204-04-040) and US 79 Section 5B (PTT0204-04-042).
28. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for Alba Utility in the amount of \$34,348.85 associated with US 79 Section 3 (PTT0204-02-027), US 79 Section 5A (PTT0204-04-040), US 79 Section 5B (PTT0204-04-042), FM 1660 (PTT1566-01-009) and US 183A Extension (PTT0273-04-026).
29. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$1,562,289.95 associated with US 79 Section 3 (PTT0204-02-027).
30. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$47,529.51 associated with US 79 Section 5A (PTT0204-04-040).
31. Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$297,774.65 associated with US 183A Extension to SH 29 (PTT0273-04-026).
32. Consider approving appointments to a committee on the annexation by the City of Austin for an area located near Springwoods M.U.D.
33. Discuss and consider adoption of resolution regarding non-emergency curfew.
34. Discuss and take appropriate action on Determination Letter Re: Ronald Reagan Blvd., Phase III, between RM 2338 and SH 195. WCCF Application Number 20090218. Submitted for Somerset Hills Limited (Waterstone Development).

35. Discuss how Williamson County should proceed with the use of funds from the Neighborhood Stabilization Program allocated through the Texas Department of Housing and Community Affairs.
36. Discuss and take appropriate action regarding transfer of reserve funds from the General Fund to the Williamson County Self-Insured Benefits Fund.
37. Discuss and take appropriate action on Williamson County Debt Management Policy.
38. Discuss and take appropriate action on the appointment or reappointment of Commissioners Court members to boards and committees.
39. Consider authorization of Votec Corporation as sole source supplier for electronic poll book (e-pollbook) voting software for the ballot activation process by election officials during an election.
40. Consider authorizing an amendment to the contract with 22nd Century Technologies, Inc. for consultant services for the Oracle Compensation Work Bench and Self Service Enhancement, decreasing the paid hourly rate from \$83.33 to \$82.18/hour.
41. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for February 2009 Voluntary Duty.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Voluntary Duty Rev, SO	\$2,266.69	01
	0100.0000.341226	Voluntary Duty Rev, Juv Serv	\$166.79	02
	0100.0000.341230	Voluntary Duty Admin Fee	\$246.52	03

42. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for February 2009 Voluntary Duty pay.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001117	Voluntary Duty Pay	\$1,875.00	01
	0100.0560.002010	FICA	\$143.44	02
	0100.0560.002020	Retirement	\$204.38	03

	0100.0560.002050	Worker's Comp	\$43.88	04
	0100.0576.001117	Voluntary Duty Pay	\$135.00	05
	0100.0576.002010	FICA	\$10.33	06
	0100.0576.002020	Retirement	\$14.72	07
	0100.0576.002050	Worker's Comp	\$6.75	08

EXECUTIVE SESSION

43. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
44. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
45. Discuss County Landfill (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
46. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
47. Discuss and take appropriate action on real estate.
48. Discuss and take appropriate action on pending or contemplated litigation.
49. Discuss and take appropriate action on the County Landfill.
50. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
51. Comments from Commissioners.

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: 02/24/2009

Submitted By: Shirley Taylor, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss and consider a line item transfer for Facilities Maintenance.

Background

Kitchen Maintenance and Repair line has been exhausted due to costly breakdowns this year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-004510	Facility Maint & Repair	10000	
To	0100-0509-004512	Kitchen Maint & Repairs	10000	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Shirley Taylor	02/19/2009 10:58 AM	CREATED
2	County Judge Exec Asst.	Wendy Coco	02/19/2009 11:14 AM	APRV
3		Wendy Coco	02/19/2009 11:14 AM	FNL APRV
		Wendy Coco	02/19/2009 12:05 PM	ROUTING CONTINUED
1	Budget			NEW

Form Started By: Shirley Taylor Started On: 02/19/2009 10:58 AM

Line Item Transfer

Commissioners Court - Regular Session

Date: 02/24/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Non Departmental

Background

In 2008, we had four digital radios budgeted in the general fund for MOT; this invoice has just now been received. Monies in 2008 were not expended and went back into reserves. This line item transfer will allow the radios to be paid out of the correct line item in 2009.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$16,570	
To	0100-0409-003003	Non Dept/Radio Equip	\$16,570	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 02/12/2009 11:59 AM

Final Approval Date: 02/12/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 02/24/2009
 Submitted By: Ashlie Koenig, County Judge
 Submitted For: Dan Gattis
 Department: County Judge
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the County Judge's Office

Background

Furniture for new staff member was not budgeted for 08-09 because we had excess pieces at the warehouse; upon hiring this individual, we went to pull items from the warehouse and they were no longer there. The desk we are currently using is propped up on wood blocks because it is two pieces from two different sets. This transfer will allow a new desk/bookshelf for the new employee.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004999	Non Dept/Misc	\$1,446.51	
To	0100-0400-003005	Cty Judge/Furniture	\$1,446.51	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 02/19/2009 07:52 AM

Final Approval Date: 02/19/2009

Consider approving line item transfer for Tax Assessor/Collector
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

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

Background

In the past, the County Judge has paid the state bond for the Tax Assessor/Collector. This year it came out of the tax office budget and, therefore, funds were not available to pay for the County Commissioner's bond required for the Tax AssessorCollector.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0110-0499-004350	Printed forms, book, binders	500.00	
To	0100-0499-004410	Insurance, bond premiums	500.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Kathryn Morehouse	02/13/2009 09:15 AM	CREATED
2	County Judge Exec Asst.	Wendy Coco	02/17/2009 08:40 AM	APRV
3		Wendy Coco	02/17/2009 08:40 AM	FNL APRV
		Wendy Coco	02/19/2009 12:05 PM	ROUTING CONTINUED
1	Budget			NEW

Form Started By: Kathryn
Morehouse

Started On: 02/13/2009 09:15 AM

Continuing Education Hours for CIO for County Clerk
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Nancy Rister, County Clerk
Department: County Clerk
Agenda Category: Consent

Information

Agenda Item

Consider approving Continuing Education Hours for CIO for County Clerk.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CIO CE certificate](#)

Form Routing/Status

Form Started By: Nancy Rister Started On: 02/19/2009 11:29 AM
Final Approval Date: 02/19/2009

TEXAS ASSOCIATION OF COUNTIES
2008 Certification of Compliance
County Investment Officer

Honorable Nancy E. Rister, CIO

Successfully completed investment education that satisfies Section 2256.008 of
the Texas Public Funds Investment Act and demonstrates a thorough understanding of
Texas laws governing the investment of public funds. This ongoing commitment to
continuing education provides maximum benefit to

Williamson County

Issued by the Texas Association of Counties the thirty-first day of December, 2008
Expires the thirty-first day of December, 2009



J.D. Johnson, President



Karen Ann Norris, Executive Director

Treasurer's Report on the Williamson County Finances January 2009
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for January 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Treasurer's Report on the Williamson County Finances January 2009](#)

Form Routing/Status

Form Started By: Celia Villarreal
Started On: 02/19/2009 09:46 AM
Final Approval Date: 02/19/2009

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
JANUARY TERM 2009

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 _____, 2009, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **JANUARY 2009**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$378,642,052.48.

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., 2009.

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 January 31, 2009
GENERAL FUND	\$ 19,751,808.34
ROAD & BRIDGE	\$ 7,049,237.79
DEBT SERVICE	\$ 8,518,532.33
TOBACCO FUNDS	\$ 2,258,878.19
CO RECORDS ARCHIVE	\$ 1,004,047.78
WC SH45 FUND	\$ 1,556,555.00
2008 TAN	\$ 5,107,404.87
*CAPITAL PROJECTS FUND	\$ 152,276,691.33
TOTAL	\$ 197,523,155.63

*Capital Projects Fund includes the Citigroup Flex Repurchase and the CO's and Bonds.

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

ACCOUNT NAME	TEXPOOL BALANCE 1/31/09	TEXPOOL PRIME BALANCE 1/31/09	TEXSTAR BALANCE 1/31/09	GRAND TOTAL
COURTHOUSE SECURITY	77,168.02			77,168.02
COUNTY RMP	842,365.84			842,365.84
GENERAL FUND	34,112.52	50,076,639.87		50,110,752.39
LIBRARY FUND	571,126.30			571,126.30
COURT REPORTER SVC	581,777.93			581,777.93
TOBACCO FUNDS	68,262.68	1,621,029.87		1,689,292.55
KARST	628,733.57			628,733.57
CO RECORD ARCHIVE	573,453.46			573,453.46
ROAD AND BRIDGE	24,303.34	12,111,873.59		12,136,176.93
TOTAL CO'S & BOND	1,254,233.59	42,069,838.94	257,221.98	43,581,294.51
DEBT SERVICE	481,835.39	43,059,326.24		43,541,161.63
BENEFITS	13,069.97	2,247,475.09		2,260,545.06
2008 TAN	97,069.23	4,765,681.45		4,862,750.68
*RESTRICTED FUNDS	1,782,057.22			1,782,057.22
TOTALS	7,029,569.06	155,951,865.05	257,221.98	163,238,656.09

*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation January 31, 2009	
GENERAL FUND	\$	16,283,949.19
PAYROLL	\$	1,570,216.65
CSCD TREASURER	\$	26,074.92
TOTAL	\$	17,880,240.76

Bank Statement Reconciliation Report
Ending January 31, 2009
GENERAL FUND ACCOUNT

BALANCE PER BANK	\$	16,981,181.65
ADD:		
OUTSTANDING DEPOSITS	\$	1,122.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(698,354.46)
 RECONCILED BANK BALANCE	\$	<u>16,283,949.19</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	12,029,538.11
ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL FEBRUARY 2009	\$	4,247,154.02

SUBTRACT:

BANK INTEREST 0.31%	\$	7,257.06
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RECONCILED BOOK BALANCE	\$	<u>16,283,949.19</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

Bank Statement Reconciliation Report
Ending January 31, 2009
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$	1,669,008.92
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(31,905.00)
ESCROW OUTSTANDING CHECKS	\$	(66,887.27)
ADJUSTMENTS:		

RECONCILED BANK BALANCE	\$	<u>1,570,216.65</u>
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BOOK BALANCE	\$	1,570,216.65
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ADD:		
OUTSTANDING DEPOSITS	\$	0.00

BANK INTEREST EARNED \$549.98 at 0.31%

ADJUSTMENTS:		
ADD:	\$	0.00
SUBTRACT:		
	\$	0.00

RECONCILED BOOK BALANCE	\$	<u>1,570,216.65</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

Bank Statement Reconciliation Report
Ending January 31, 2009
CSCD ACCOUNT

BALANCE PER BANK	\$	88,266.68
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(62,191.76)
 RECONCILED BANK BALANCE	\$	<u>26,074.92</u>
<hr/>		
STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	26,036.84
ADD:		
OUTSTANDING DEPOSIT	\$	0.00
 SUBTRACT:		
	\$	0.00
 BANK INTEREST 0.31%	\$	38.08
 RECONCILED BOOK BALANCE	\$	<u>26,074.92</u>
 TOTAL DIFFERENCE IN BOOK FROM THE BANK	 \$	 <u>0.00</u>

NOTES:

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL January 2009
TOTAL TAXES	\$ 23,377,006.63
TOTAL FEES OF OFFICE	\$ 501,743.44
TOTAL FINES AND FORFEITURES	\$ 338,337.61
TOTAL CHARGES FOR SERVICES	\$ 905,226.50
TOTAL INTERGOVERNMENTAL	\$ 79,050.59
TOTAL INVESTMENT INCOME/OTHER	\$ 283,779.50
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TOTAL REVENUES	\$ 25,485,144.27

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL January 2009
TOTAL GENERAL GOVERNMENT	\$ 6,041,995.84
TOTAL PUBLIC SAFETY	\$ 5,854,133.96
TOTAL JUDICIAL	\$ 1,682,833.26
TOTAL COMMUNITY SERVICES	\$ 640,556.51
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TOTAL EXPENDITURES	\$ 14,219,519.57

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

Williamson County Investment Report for December 2008
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Accept and enter into the official minutes of the Commissioners' Court the December 2008 Investment Report approved by the Williamson County Investment Committee on January 22, 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Williamson County Investment Report for December 2008](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 02/11/2009 03:12 PM
Final Approval Date: 02/12/2009

**WILLIAMSON COUNTY INVESTMENT COMMITTEE
MEETING AGENDA**

**January 22, 2009
2:00 p.m.**

1. Accept/approve agenda
2. Approve minutes of December 15, 2009
3. Review/approve Investment Reports for December 2008
4. Discuss investment issues.
5. Misc.
6. Adjourn

Celia Villarreal

From: Vivian Wood
Sent: Monday, December 15, 2008 5:08 PM
To: Dan Gattis; David Flores; Deborah Hunt; Kathryn Morehouse; Peggy Vasquez; Valerie Covey
Cc: Ashlie Koenig; gwarner@firstsw.com
Subject: January Meeting

Please place the following meeting on your calendars:

The Williamson County Investment Committee will meet on **Thursday, January 22, 2009, at 2:00 p.m.** in Judge Gattis' Conference Room. We will send another notice out closer to the meeting date.

Vivian L. Wood
Williamson County Treasurer
512-943-1540
512-943-1590 Fax
vwood@wilco.org

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MINUTES

December 15, 2008

The Williamson County Investment Committee met on Wednesday, December 15, 2008 at 3:00 p.m. in the County Judge's Conference Room. Committee members present were; Dan A. Gattis, County Judge, Valerie Covey, Commissioner, Pct. 3, Deborah M. Hunt, County Tax Assessor/Collector, and Vivian L. Wood, County Treasurer. Greg Warner, representing First Southwest Asset Management (FSAM) was also in attendance.

Mr. Gattis called the meeting to order at 2:05p.m. The proposed agenda was accepted as presented. Minutes of November 12, 2008 were reviewed. A motion was made by Mr. Flores to accept the minutes as presented, second by Ms. Covey. Motion carried.

Mr. Warner provided insight to the events resulting from the financial crisis in the nation, including; negative rates of return on US Treasuries, Federal Reserve Board cutting the Fed Fund rate to zero which has forced investors to search for other means of investing; and the new FDIC coverage of up to \$250,000 on interest bearing bank accounts through the end of 2009. He also indicated the uncertainty about what would be happening in the future would likely continue.

Mr. Flores requested that the Committee continue to meet on a monthly basis for some time. Mr. Flores asked Mr. Warner if the County is doing the best it can in the present environment. Mr. Warner stated the County is reacting as best it can presently; the local government investment pools may become the benchmark for interest rate returns; investments with call dates will most likely be called, and the present repurchase agreement with Citigroup will remain the investment with the best rate of return for some time.

Mr. Gattis asked if the repurchase agreement with Citigroup was subject to failure. Mr. Warner stated in the worst case scenario, Citigroup could default on the agreement, the County would seize the collateral which would be at 105% on the principle and all accrued interest. Mr. Warner stated also that investments out to 18 months might provide a return of 2%. Shorter terms would be down to ½% or less. He indicated that a high percentage of the County's portfolio is invested in a good higher yield product, longer term called products will be called, and approved pools are secure short term investments products.

The following items were discussion issues:

Ms. Covey stated the Williams Drive project has a February start date and draws will commence to pay construction invoices;

Ms. Hunt reported a 45% collection rate to date, this will increase dramatically as of December 31;

Ms. Covey asked if paying down debt with investment income was feasible;

Mr. Flores discussed need to retain cash funds, need to stabilize the tax rate;

Ms. Hunt asked if a chart could be designed to show projects tied to Bond/CO income

Mr. Warner reported on the First Southwest Financial Services (FSFS) merger with Plains Capital Bank. Both entities will continue to operate independently, with the Bank

and FSFS having representatives to the Board of Directors, FSAM and Arbitrage services will continue to provide the same services without change.

Investment reports for the quarter ending November 30, 2008 were reviewed. Ms. Wood reported that a new draw schedule for the repurchase agreement would be prepared after information from Mike Weaver was received. The information will be given to Mr. Warner who will send it to Citigroup. A motion was made by Mr. Flores, to accept the reports as presented, second by Ms. Hunt. Motion carried.

Ms. Wood reported to the Committee on the continuing review of the Oracle Treasury Module. Information has been requested from IT on implementation costs and Alison Whetston in IT will find material to be presented to the Committee at the next meeting. Ms. Wood also reported that first Assistant Treasurer Kathy Kohutek has achieved the Certified Investment Officer designation through the Texas Association of Counties.

Mr. Gattis requested that Ashlie Koenig, Assistant Budget Officer be notified of the next meeting in regard to the Oracle Treasury Module.

There being no other business, Mr. Gattis declared the meeting adjourned at 3:20 p.m.

**COUNTY INVESTMENT DECEMBER 2008
FY 2009**

INTEREST RATE: TEXPOOL PRIME 1.5931% --- TEXPOOL 1.4855% --- TEXSTAR 1.3793%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT		TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 11/30/08	TOTAL INTEREST	BALANCE 12/31/08	BALANCE 11/30/08	TOTAL INTEREST	BALANCE 12/31/08	BALANCE 11/30/08	TOTAL INTEREST	BALANCE 12/31/08	TOTAL BALANCE IN ACCOUNT 12/31/08	INTEREST EARNED AT MATURITY		
GENERAL FUND													
CRTHSE SEC	77,008.44	97.16	77,105.60									97.16	77,105.60
CHILD SAFETY	40,054.07	50.05	39,716.13									50.05	39,716.13
COUNTY RMP	840,624.07	1,060.59	841,684.66									1,060.59	841,684.66
GENERAL FUND	33,060.34	596.23	34,034.89	987,756.54	9,242.76	27,017,401.55				14,769,308.34	357,680.00	5,260.09	41,820,744.78
LIBRARY FUND	569,945.38	719.08	570,664.46									719.08	570,664.46
RMP	1,158,663.44	1,445.28	1,110,108.72									1,445.28	1,110,108.72
CT RPTTR SVC	580,575.01	732.47	581,307.48									732.47	581,307.48
TABACCO FUNDS	118,075.05	132.44	68,207.49	594,261.06	804.07	595,065.13				3,277,746.97		1/16/09	3,941,019.59
KARST	627,433.55	791.61	628,225.16									791.61	628,225.16
CO RECORD ARC	572,267.74	722.00	572,989.74							1,004,047.78		57/09	1,577,037.52
ADR FUND	168,232.09	212.26	168,444.35									212.26	168,444.35
JUSTICE CRT TECH	481,814.38	562.67	482,377.05									562.67	482,377.05
TOTAL	5,247,753.89	7,131.84	5,154,665.73	1,582,017.60	10,046.63	27,612,466.68				19,051,103.09	357,680.00	374,658.67	51,618,455.50
ROAD AND BRIDGE	24,253.07	30.61	24,283.68	7,689,797.34	11,171.39	11,055,899.55				3,085,606.56	29,000.00	1/16/09	14,165,589.80
CO'S & BOND													
GF BOND 01	3,974.98	5.01	3,979.99	13,979,401.86	22,937.47	18,055,387.16	256,724.65	300.75	257,025.40	11,240,595.14		2/20/09	29,556,987.99
GF BOND 02	2,024.16	1.79	0.00	15,214.81	16.51	5,468.57						16.51	5,468.57
CO 2000	1,278,397.75	1,595.71	1,248,716.52									1,595.71	1,248,716.52
LT NOTES 02B	3,586.72	4.54	3,591.26	11,663.64	15.79	11,679.43						20.33	15,270.69
C O SERIES 2006				13,337,460.66	17,977.64	13,267,723.57				15,480,620.53		1/16/09	17,977.64
2007 ROAD BONDS				4,176,061.93	4,418.05	2,801,988.61				7,166,844.44		4/24/09	9,966,833.05
CITIGROUP GLOBAL MARKETS FLEX REPURCHASE												12/15/10	
2007 PARK BONDS				2,578,463.37	3,483.87	2,577,309.39				122,425,000.00			122,425,000.00
TOTAL	1,287,983.61	1,597.05	1,256,287.77	34,096,206.07	48,849.33	36,719,596.73	256,724.65	300.75	257,025.40	156,313,060.11	0.00		2,577,309.39
DEBT SERVICE	480,839.12	605.64	481,445.78	2,896,959.92	11,514.07	24,024,541.68				8,518,532.33		26/09	12,120.71
COUNTY BENEFITS	13,042.94	16.46	13,059.40	1,121,158.12	1,845.89	2,595,785.64					14,500.00		33,024,519.77
GRANT PENDING/PP DC													2,608,845.24
PASS TOLL SERIES 06													
2008 TAN	96,868.54	122.21	96,990.75	4,754,356.95	6,432.78	4,760,789.73				5,107,404.87		2/28/09	9,965,195.35
SE ROAD DIST	17,329.13	21.86	17,350.99									21.86	17,350.99
SW ROAD DIST	872,110.50	1,100.30	873,210.80									1,100.30	873,210.80
WC SH46 FUND				807,617.14	1,095.46	810,743.05				1,556,555.00		5/2/09	1,095.46
TOTALS	8,040,180.80	10,628.97	7,917,514.88	52,550,173.14	90,955.55	107,579,583.28	256,724.65	300.75	257,025.40	193,632,261.96	401,180.00		309,386,385.52
INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK													
DECEMBER 2008 FY 2009 INTEREST RATE .51%													
<i>Vivian L. Wood</i>													
Vivian L. Wood													
Williamson County Treasurer													
Date: <i>January 14, 2009</i>													

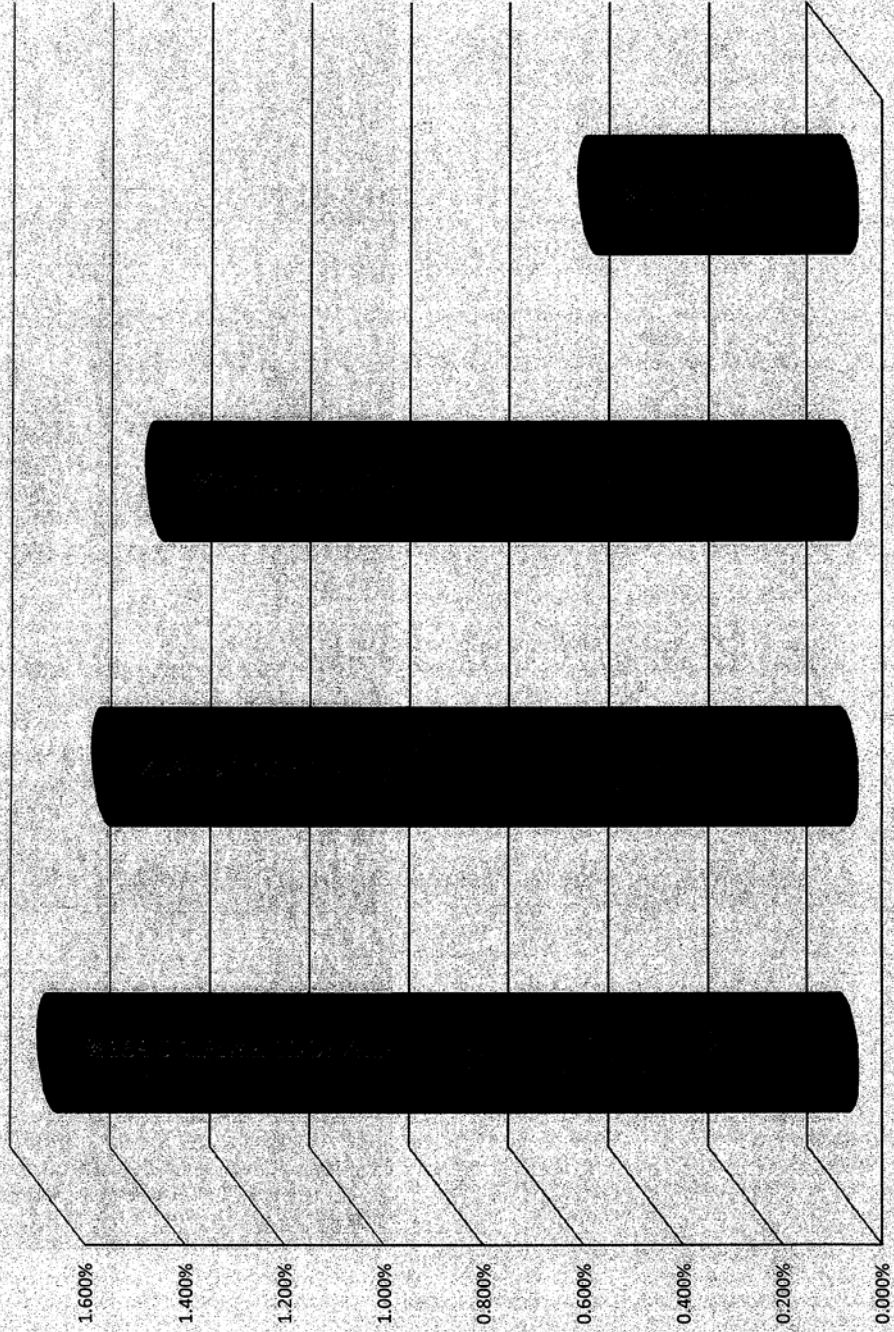
NON-COUNTY INVESTMENT DECEMBER 2008

FY 2009

INTEREST RATE: TEXPOOL PRIME 1.5931% --- TEXPOOL 1.4855% --- TEXSTAR 1.3793%

ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TEXSTAR		LONGTERM INVESTMENT		TOTAL INTEREST ONLY	GRAND TOTAL (including interest)
	BALANCE 11/30/08	TOTAL INTEREST	BALANCE 12/31/08	TOTAL INTEREST	BALANCE 11/30/08	TOTAL INTEREST	BALANCE 12/31/08	INTEREST EARNED AT MATURITY		
CITIES HEALTH DIST	75,793.20	95.61	75,888.81	2,036.87	1,507,415.18	1,507,452.05			2,132.48	1,583,340.86
SH46ROW	1,357,291.45	1,709.88	1,356,970.87						1,709.88	1,358,670.75
DA DRUG FUND	121,628.78	153.47	121,782.25						153.47	121,935.72
ARR DIST 1 CONST	49,016.55	61.85	49,078.40						61.85	49,140.25
WC SCHOOL FUND				0.04	47.80				0.04	47.80
CSCD	1,543,868.84	2,111.04	1,545,979.88						2,111.04	1,548,090.92
SHERIFF'S DRUG FUND	201,341.19	254.03	201,595.22						254.03	201,849.25
MEDICAID	151,381.47	215.59	151,597.06						215.59	151,812.65
SHERIFF COMMISSARY	500,312.50	631.18	500,943.68						631.18	501,574.86
COUNTY CLERK	1,935,897.23	2,427.14	1,938,324.37						2,427.14	1,940,751.51
CO DISTRICT CLERK	815,835.08	1,037.20	833,409.66						1,037.20	834,446.86
DISTRICT ATTORNEY	669,352.38	979.71	774,680.68						979.71	775,660.39
TOTALS	7,420,719.05	9,676.70	7,950,317.80	2,036.91	1,507,462.94	1,507,499.85	0.00		11,713.61	9,457,817.65
INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK										
DECEMBER 2008 FY 2009 INTEREST RATE .51%										
<i>Vivian L. Wood</i>										
Vivian L. Wood										
Williamson County Treasurer										
Date: <i>January 14, 2009</i>										

INTEREST RATES FOR TEXPOOL PRIME, TEXPOOL, TEXSTAR & UNION STATE BANK
DECEMBER 2008



ORIGINAL



Investment Portfolio Summary
For the Quarter Ended
December 31, 2008

Prepared By

 **First Southwest Asset Management**

Williamson County

**Quarterly Investment Report
Investment Officers' Certification
For the Quarter Ended
December 31, 2008**

This report is prepared for Williamson County (the "County") in accordance with Chapter 2256 of the Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the County's investment officers and includes the disclosures required in the PFIA. Market prices were obtained from independent pricing sources, including Interactive Data Corporation and Bloomberg L.P.

The investment portfolio complied with the PFIA and the County's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the County and were made in full compliance with the PFIA and the County's approved Investment Policy.

Susan L. Hood

Williamson County Treasurer

January 23, 2009

Williamson County
FIXED INCOME DISTRIBUTION
December 31, 2008

Summary Information

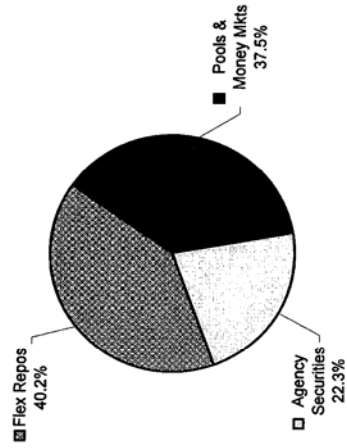
Totals		Weighted Averages	
Par Value	319,563,253.09	Average YTM	3.165
Market Value	320,017,309.34	Average Maturity (yrs)	0.9
Adjusted Cost	319,423,931.40	Average Coupon (%)	3.163
Net Gain/Loss	593,377.94	Average Duration	0.8
Annual Income	10,100,290.46		
Number of Issues	21		

Distribution by Maturity

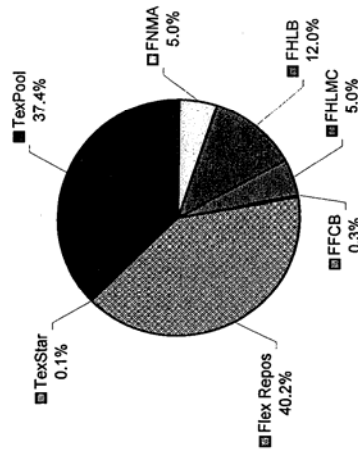
Maturity	Number	Mkt Value	% Bond Holdings	Average Y T M	Average Coupon	Average Duration
0 - 3 Months	11	135,654,556.80	42.4	1.686	1.821%	0.012
3 - 6 Months	10	33,711,118.75	10.5	2.808	2.791%	0.385
6 - 9 Months	4	12,140,000.00	3.8	2.838	2.803%	0.615
9 - 12 Months	4	9,970,750.00	3.1	2.695	1.405%	0.807
1 - 2 Years	1	128,540,883.79	40.2	4.897	4.848%	1.818

Williamson County
Portfolio Composition
December 31, 2008

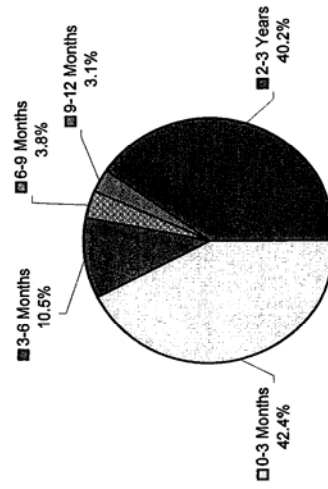
Portfolio Composition by Security Type



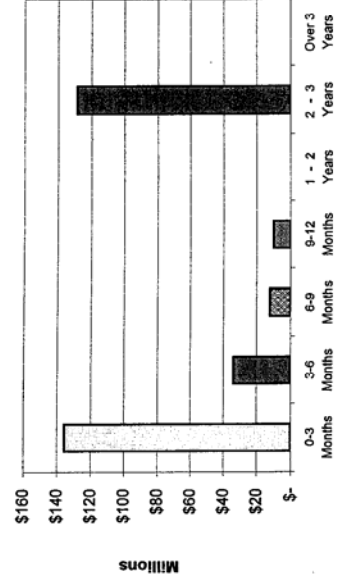
Portfolio Composition by Issuer



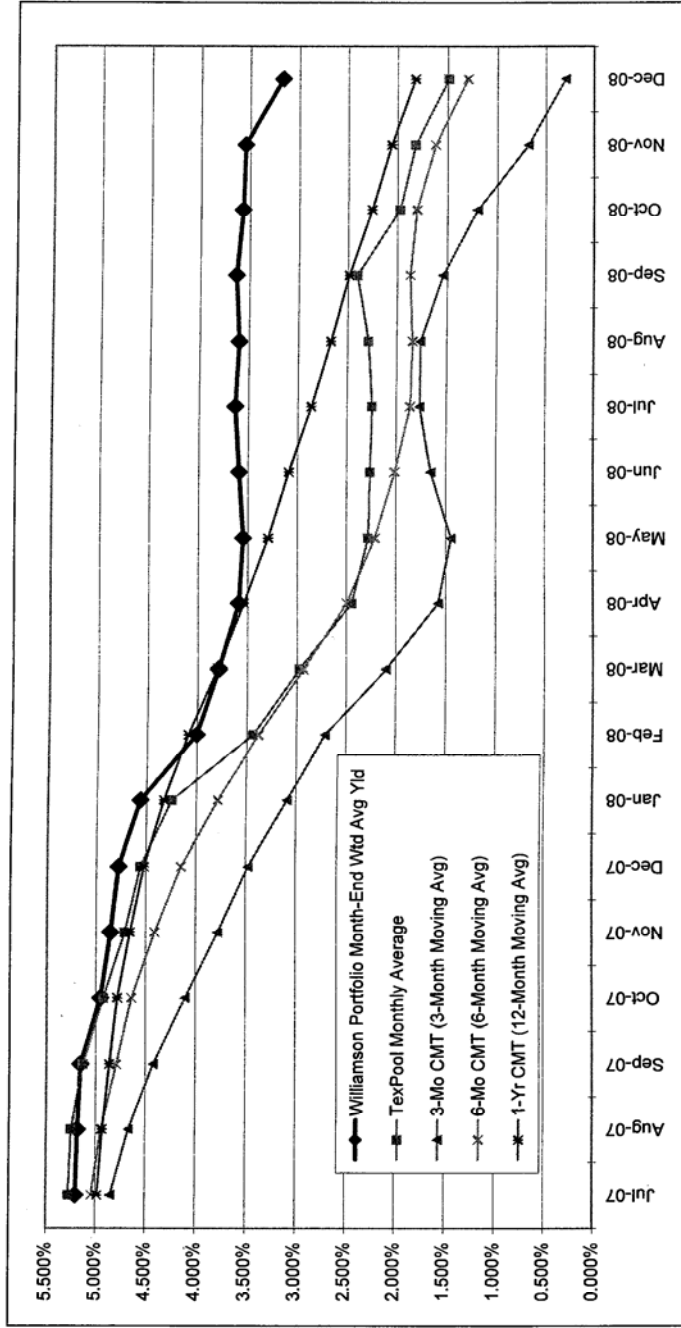
Portfolio Composition by Maturity (Percentage)



Portfolio Composition by Maturity (Amount)



Williamson County
Benchmark Comparison
December 31, 2008



- Notes:**
- 1) Benchmark data for TexPool is the monthly average yield.
 - 2) CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities.
 - 3) The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year CMT is the daily average for the previous 12-months.

Williamson County
DETAIL OF SECURITY HOLDINGS
As of December 31, 2008

Security Description	Security CUSIP	Coupon	Settlement Date	Maturity Date	Next Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Market Price	Market Value	Accrued Interest	Days to Maturity	Days to Next Call	Yield to Maturity	Yield to Next Call
'07 Park Limited - 06 TexPool Prime	texprime	1.593				2,577,309.39	100.000	2,577,309.39	2,577,309.39	100.000	2,577,309.39	0.00	1		1.593	
		1.593				2,577,309.39	100.000	2,577,309.39	2,577,309.39	100.000	2,577,309.39	0.00	1		1.593	
'07 Road Unlimited - 06 TexPool Prime FHLB FHLB	texprime 3133XCLY9 3133XSXGT9	1.593				2,801,988.61	100.000	2,801,988.61	2,801,988.61	100.000	2,801,988.61	0.00	1		1.593	
		4.750	10-08-08	04-24-09		5,000,000.00	101.173	5,058,650.00	5,033,471.97	101.375	5,068,750.00	44,201.39	114		2.564	
		3.500	10-14-08	10-14-09	01-14-09	2,000,000.00	100.000	2,000,000.00	2,000,000.00	100.094	2,001,875.00	14,972.22	287	14	3.500	3.500
		3.596				9,801,988.61	100.600	9,860,638.61	9,835,460.58	100.723	9,872,613.61	59,173.61	117		2.478	
2008 TAN-Compass TexPool TexPool Prime FHLB FHLB	texpool texprime 313397CJ8 313589LW1	1.485				96,990.75	100.000	96,990.75	96,990.75	100.000	96,990.75	0.00	1		1.485	
		1.593				4,760,789.73	100.000	4,760,789.73	4,760,789.73	100.000	4,760,789.73	0.00	1		1.593	
		0.000	10-31-08	02-26-09		250,000.00	99.295	248,238.20	249,163.89	100.000	250,000.00	0.00	57		2.195	
		0.000	10-15-08	09-18-09		5,000,000.00	97.183	4,859,166.67	4,891,666.67	99.600	4,980,000.00	0.00	261		3.130	
		0.773				10,107,780.48	98.604	9,965,185.35	9,998,611.04	99.804	10,087,780.48	0.00	130		2.359	
CC Records Archive FHLB	3133XQZA3	2.480	08-18-08	05-07-09		1,000,000.00	99.709	997,090.00	998,600.53	100.750	1,007,500.00	16,120.00	127		2.873	
		2.480				1,000,000.00	99.709	997,090.00	998,600.53	100.750	1,007,500.00	16,120.00	127		2.873	
CO's and Bonds TexSTAR TexPool TexPool Prime FHLB FHLB FHLB FHLB	texstar texpool texprime 3133XJXU7 3133XCLY9 31398AFAS 3133XSXGT9	1.379				257,025.40	100.000	257,025.40	257,025.40	100.000	257,025.40	0.00	1		1.379	
		1.485				1,256,287.77	100.000	1,256,287.77	1,256,287.77	100.000	1,256,287.77	0.00	1		1.485	
		1.593				18,072,535.16	100.000	18,072,535.16	18,072,535.16	100.000	18,072,535.16	0.00	1		1.593	
		5.000	08-20-08	02-20-09		4,000,000.00	101.064	4,042,560.00	4,011,565.22	100.625	4,025,000.00	72,777.78	51		2.842	
		4.750	10-08-08	04-24-09		5,000,000.00	101.173	5,058,650.00	5,033,471.97	101.375	5,068,750.00	44,201.39	114		2.564	
		5.125	10-08-08	07-13-09		1,000,000.00	101.909	1,019,090.00	1,013,253.13	102.437	1,024,375.00	23,916.67	194		2.580	
		3.500	10-14-08	10-14-09	01-14-09	1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.094	1,000,937.50	7,486.11	287	14	3.500	3.500
Combination Tax & Revenue Series 2006 CO TexPool Prime FHLB FHLB FHLB FHLB FHLB	texprime 3137EAAAL3 3133XRA75 31398AFAS 3133XSXGT9 313397NT4	2.730				30,585,848.33	100.395	30,706,148.33	30,644,138.65	100.391	30,704,910.83	148,381.94	42		2.005	
		1.593				13,267,723.57	100.000	13,267,723.57	13,267,723.57	100.000	13,267,723.57	0.00	1		1.593	
		5.000	10-09-08	01-16-09		1,000,000.00	100.734	1,007,341.00	1,001,112.27	100.187	1,001,875.00	22,916.67	16		2.233	
		2.375	08-18-08	05-13-09		2,420,000.00	99.638	2,411,239.60	2,415,685.18	100.750	2,438,150.00	7,663.33	133		2.873	
		5.125	10-08-08	07-13-09		5,000,000.00	101.909	5,095,450.00	5,066,265.65	102.437	5,121,875.00	119,833.33	194		2.580	
		3.500	10-14-08	10-14-09	01-14-09	1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.094	1,000,937.50	7,486.11	287	14	3.500	3.500
		0.000	11-14-08	11-02-09		6,000,000.00	97.990	5,879,391.67	5,895,791.67	99.450	5,967,000.00	0.00	306		2.121	
County Benefits Program TexPool TexPool Prime	texpool texprime	2.141				28,687,723.57	99.919	28,661,145.84	28,646,578.34	100.391	28,797,561.07	157,649.44	120		2.073	
		1.485				13,059.40	100.000	13,059.40	13,059.40	100.000	13,059.40	0.00	1		1.485	
Debt Service Fund TexPool TexPool Prime FHLB FHLB	texpool texprime 3133XQY97 3133XRP46	1.593				2,595,785.84	100.000	2,595,785.84	2,595,785.84	100.000	2,595,785.84	0.00	1		1.593	
		1.593				2,608,845.24	100.000	2,608,845.24	2,608,845.24	100.000	2,608,845.24	0.00	1		1.593	
		1.485				481,445.76	100.000	481,445.76	481,445.76	100.000	481,445.76	0.00	1		1.485	
		1.593				24,024,541.68	100.000	24,024,541.68	24,024,541.68	100.000	24,024,541.68	0.00	1		1.593	
	3133XQY97 3133XRP46	2.400	05-14-08	02-09-09		7,000,000.00	100.027	7,001,869.00	7,000,268.97	100.219	7,015,312.50	108,266.67	40		2.362	
		3.000	09-15-08	06-23-09		1,504,080.00	100.272	1,504,080.00	1,502,511.89	101.250	1,518,750.00	1,000.00	174		2.659	
		1.827				33,005,987.44	100.018	33,011,936.44	33,008,768.30	100.103	33,040,049.94	109,566.67	17		1.802	

Williamson County
DETAIL OF SECURITY HOLDINGS
As of December 31, 2008

Security Description	Security CUSIP	Coupon	Settlement Date	Maturity Date	Next Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Market Price	Market Value	Accrued Interest	Days to Maturity	Days to Next Call	Yield to Maturity	Yield to Next Call
General Fund																
TexPool	texpool	1.485				34,034.89	100.000	34,034.89	34,034.89	100.000	34,034.89	0.00	0.00	1	1.485	1.485
TexPool Prime	texprime	1.593				27,017,401.55	100.000	27,017,401.55	27,017,401.55	100.000	27,017,401.55	0.00	0.00	1	1.593	1.593
FLMCM Die Note	313397GB1	0.000	08-06-08	05-26-09		5,000,000.00	97.705	4,885,241.67	4,943,208.33	99.900	4,995,000.00	0.00	146		2.926	2.926
FNMA Die Note	313589GE7	0.000	08-06-08	05-29-09		5,000,000.00	97.681	4,884,066.67	4,942,033.33	99.900	4,995,000.00	0.00	149		2.927	2.927
PHLB	3133XRLH1	3.050	06-30-08	06-30-09		5,000,000.00	100.000	5,000,000.00	5,000,000.00	101.281	5,064,062.50	423.61	181		3.050	3.050
		1.391				42,051,436.44	99.456	41,820,744.78	41,936,678.11	100.129	42,105,498.94	423.61	57		2.081	2.081
Pooled Funds																
TexPool	texpool	1.485				9,400,841.29	100.000	9,400,841.29	9,400,841.29	100.000	9,400,841.29	0.00	0.00	1	1.485	1.485
TexPool Prime	texprime	1.593				810,790.86	100.000	810,790.86	810,790.86	100.000	810,790.86	0.00	0.00	1	1.593	1.593
FLMCM	3137EAAE9	5.250	10-31-08	05-21-09		1,500,000.00	101.437	1,521,555.00	1,514,939.11	101.844	1,527,656.25	8,750.00	141		2.611	2.611
		1.979				11,711,632.15	100.186	11,733,187.15	11,726,571.26	100.238	11,739,288.40	8,750.00	19		1.638	1.638
Road and Bridge General																
TexPool	texpool	1.485				24,283.68	100.000	24,283.68	24,283.68	100.000	24,283.68	0.00	0.00	1	1.485	1.485
TexPool Prime	texprime	1.593				11,055,699.56	100.000	11,055,699.56	11,055,699.56	100.000	11,055,699.56	0.00	0.00	1	1.593	1.593
FLMCM	3137EAAAL3	5.000	10-09-08	01-16-09		1,000,000.00	100.734	1,007,341.00	1,001,112.27	100.187	1,001,875.00	22,916.67	16		2.233	2.233
PHLB	3133XXLY9	4.750	10-08-08	04-24-09		2,000,000.00	101.173	2,023,460.00	2,013,388.79	101.375	2,027,500.00	17,680.56	114		2.564	2.564
		2.286				14,079,983.24	100.220	14,110,784.24	14,094,484.30	100.210	14,109,358.24	40,597.22	18		1.777	1.777
Southeast Road District																
TexPool	texpool	1.485				17,350.99	100.000	17,350.99	17,350.99	100.000	17,350.99	0.00	0.00	1	1.485	1.485
		1.485				17,350.99	100.000	17,350.99	17,350.99	100.000	17,350.99	0.00	0.00	1	1.485	1.485
Southwest Road District																
TexPool	texpool	1.485				873,210.80	100.000	873,210.80	873,210.80	100.000	873,210.80	0.00	0.00	1	1.485	1.485
		1.485				873,210.80	100.000	873,210.80	873,210.80	100.000	873,210.80	0.00	0.00	1	1.485	1.485
Tobacco Funds																
TexPool	texpool	1.485				68,207.49	100.000	68,207.49	68,207.49	100.000	68,207.49	0.00	0.00	1	1.485	1.485
TexPool Prime	texprime	1.593				595,065.13	100.000	595,065.13	595,065.13	100.000	595,065.13	0.00	0.00	1	1.593	1.593
FLMCM	3137EAAAL3	5.000	10-09-08	01-16-09		1,000,000.00	100.734	1,007,341.00	1,001,112.27	100.187	1,001,875.00	22,916.67	16		2.233	2.233
PHLB	3133XXLY9	5.000	08-20-08	02-20-09		1,000,000.00	101.064	1,010,640.00	1,002,891.30	100.625	1,006,250.00	18,194.44	51		2.842	2.842
FLMCM Die Note	313397CB8	0.000	10-31-08	02-26-09		250,000.00	99.295	248,238.19	249,163.89	100.000	250,000.00	0.00	57		2.195	2.195
FFCB	31331GBL2	2.500	09-15-08	09-15-09		1,000,000.00	100.000	1,000,000.00	1,000,000.00	101.375	1,013,750.00	7,361.11	258		2.500	2.500
		3.465				3,913,272.62	100.415	3,929,491.81	3,916,440.08	100.359	3,935,147.62	48,472.22	87		2.345	2.345
Unlimited Tax Road Bonds - Series 2007																
WILL-WF	WILL-WF	4.848	10-12-07	12-15-10		128,540,883.79	100.000	128,540,883.79	128,540,883.79	100.000	128,540,883.79	0.00	714		4.897	4.897
FLEX-CITIGROUP		4.848				128,540,883.79	100.000	128,540,883.79	128,540,883.79	100.000	128,540,883.79	0.00	714		4.897	4.897
GRAND TOTAL		3.165				319,563,253.09	99.957	319,413,952.76	319,423,931.40	100.144	320,017,309.34	588,834.72	322		3.165	3.165

Williamson County
CHANGE IN VALUE
From 09-30-08 To 12-31-08

Security Description	CUSIP	Coupon	Maturity Date	09-30-08 Book Value	09-30-08 Market Value	Additions Purchases	Withdrawals Sales	Interest Received	Accrued Interest	12-31-08 Book Value	12-31-08 Market Value
'07 Park Limited - 06											
TexPool Prime		1.593		3,041,866.31	3,041,866.31	0.00	-464,556.92	13,111.76	0.00	2,577,309.39	2,577,309.39
	texprime			3,041,866.31	3,041,866.31	0.00	-464,556.92	13,111.76	0.00	2,577,309.39	2,577,309.39
'07 Road Unlimited - 06											
TexPool Prime		1.593		13,494,736.03	13,494,736.03	0.00	-10,692,747.42	23,736.45	0.00	2,801,988.61	2,801,988.61
3133XXLY9		4.750	04-24-09	0.00	0.00	5,166,844.44	0.00	118,750.00	44,201.39	5,033,471.97	5,068,750.00
3133XSGT9		3.500	10-14-09	0.00	0.00	2,000,000.00	0.00	14,972.22	0.00	2,000,000.00	2,001,875.00
	texprime			13,494,736.03	13,494,736.03	7,166,844.44	-10,692,747.42	142,486.45	59,173.61	9,835,460.58	9,872,613.61
2008 TAN-Compass											
TexPool		1.485		9,948,554.59	9,948,554.59	267.12	-9,851,830.96	7,602.83	0.00	96,990.75	96,990.75
TexPool Prime		1.593		0.00	0.00	4,763,107.70	-2,317.97	18,527.93	0.00	4,760,789.73	4,760,789.73
FHLMC Disc Note	313397CJ8	0.000	02-26-09	0.00	0.00	248,238.20	0.00	0.00	0.00	248,238.20	250,000.00
FNMA Disc Note	313589LW1	0.000	09-18-09	0.00	0.00	4,859,166.67	0.00	0.00	0.00	4,859,166.67	4,860,000.00
	texpool			9,948,554.59	9,948,554.59	9,870,779.69	-9,854,148.93	26,130.76	0.00	9,998,611.04	10,087,780.48
CC Records Archive											
FHLB	3133XQZA3	2.480	05-07-09	997,578.70	995,625.00	0.00	0.00	0.00	16,120.00	998,600.53	1,007,500.00
	texprime			997,578.70	995,625.00	0.00	0.00	0.00	16,120.00	998,600.53	1,007,500.00
CO's and Bonds											
TexPool		1.485		1,325,764.68	1,325,764.68	0.00	-69,476.91	5,727.20	0.00	1,256,287.77	1,256,287.77
TexPool Prime		1.593		18,662,677.52	18,662,677.52	4,066,255.05	-4,656,397.41	71,817.36	0.00	18,072,535.16	18,072,535.16
TexSTAR		1.379		2,253,907.07	2,253,907.07	630.58	-1,997,512.25	3,118.33	0.00	257,025.40	257,025.40
3133XJXU7		5.000	02-20-09	0.00	0.00	0.00	0.00	0.00	0.00	4,011,565.22	4,025,000.00
3133XXLY9		4.750	04-24-09	0.00	0.00	5,166,844.44	0.00	118,750.00	44,201.39	5,033,471.97	5,068,750.00
31398AFAS		5.125	07-13-09	0.00	0.00	1,031,190.70	0.00	0.00	23,916.67	1,013,253.13	1,024,375.00
3133XSGT9		3.500	10-14-09	0.00	0.00	1,000,000.00	0.00	0.00	7,486.11	1,000,000.00	1,000,937.50
	texpool			26,275,194.49	26,271,099.27	11,264,920.77	-6,723,386.57	199,412.89	148,381.94	30,644,138.65	30,704,910.83
Combination Tax & Revenue Series 2006 CO											
TexPool Prime		1.593		18,291,944.61	18,291,944.61	0.00	-5,024,221.04	67,721.74	0.00	13,267,723.57	13,267,723.57
FNMA	31359MZ99	4.500	10-15-08	5,000,681.82	5,003,125.00	0.00	-5,112,500.00	0.00	0.00	0.00	0.00
American Express Credit CP	02581RLA9	0.000	11-10-08	2,991,566.67	2,988,726.00	0.00	-3,000,000.00	0.00	0.00	0.00	0.00
FHLMC	3137EAL3	5.000	01-16-09	0.00	0.00	1,018,868.78	0.00	0.00	0.00	1,001,112.27	1,001,875.00
3133XRAT5		2.375	05-13-09	2,412,677.87	2,407,900.00	0.00	0.00	28,737.50	7,663.33	2,415,685.18	2,438,150.00
FNMA	31398AFAS	5.125	07-13-09	0.00	0.00	5,155,953.47	0.00	119,583.33	0.00	5,066,265.65	5,121,875.00
3133XSGT9		3.500	10-14-09	0.00	0.00	1,000,000.00	0.00	0.00	7,486.11	1,000,000.00	1,000,937.50
FHLMC Disc Note	313397NT4	0.000	11-02-09	0.00	0.00	5,879,391.67	0.00	0.00	0.00	5,895,791.67	5,967,000.00
	texprime			28,696,870.97	28,691,695.61	13,054,213.92	-13,136,721.04	96,459.24	157,649.44	28,646,578.34	28,797,561.07
County Benefits Program											
TexPool		1.485		13,001.60	13,001.60	57.80	0.00	57.80	0.00	13,059.40	13,059.40
TexPool Prime		1.593		1,929,679.44	1,929,679.44	1,616,195.63	-980,089.23	6,163.16	0.00	2,595,785.84	2,595,785.84
FHLB	3133XRJB7	2.900	06-30-09	1,000,000.00	997,812.50	0.00	-1,014,500.00	0.00	0.00	0.00	0.00
	texprime			2,942,681.04	2,940,492.54	1,616,253.43	-1,964,589.23	6,220.96	0.00	2,608,845.24	2,608,845.24
Debt Service Fund											
TexPool		1.485		479,315.36	479,315.36	2,130.40	0.00	2,130.40	0.00	481,445.76	481,445.76
TexPool Prime		1.593		2,887,428.47	2,887,428.47	21,137,113.21	0.00	21,045.52	0.00	24,024,541.68	24,024,541.68

Williamson County
CHANGE IN VALUE
From 09-30-08 To 12-31-08

Security Description	CUSIP	Coupon	Maturity Date	09-30-08 Book Value	09-30-08 Market Value	Additions Purchases	Withdrawals Sales	Interest Received	Accrued Interest	12-31-08 Book Value	12-31-08 Market Value
General Fund											
TexPool											
TexPool Prime											
FHLB	3133XQY97	2.400	02-09-09	7,000,903.46	6,982,500.00	0.00	0.00	0.00	108,266.67	7,000,268.97	7,015,312.50
FHLB	3133XR846	3.000	06-23-09	1,503,847.69	1,498,125.00	0.00	0.00	22,500.00	1,000.00	1,502,511.89	1,518,750.00
				11,871,494.98	11,847,368.83	21,139,243.61	0.00	45,675.92	109,266.67	33,008,768.30	33,040,049.94
Pooled Funds											
TexPool											
TexPool Prime											
FHLB	3133XHTU6	1.485		431,143.72	431,143.72	1,761.88	-398,870.71	980.73	0.00	34,034.89	34,034.89
FHLB	3133XGTU6	1.593		982,928.78	982,928.78	26,034,472.77	0.00	14,070.52	0.00	27,017,401.55	27,017,401.55
FHLB	313397GB1	5.000	12-12-08	7,012,751.48	7,026,250.00	0.00	-7,175,000.00	0.00	0.00	0.00	0.00
FHLB	313389GE7	0.000	05-26-09	4,907,175.00	4,901,000.00	0.00	0.00	0.00	0.00	4,943,208.33	4,995,000.00
FHLB	3133XRJB7	0.000	05-29-09	4,906,000.00	4,900,000.00	0.00	0.00	0.00	0.00	4,942,033.33	4,995,000.00
FHLB	3133XRJB7	2.900	06-30-09	5,000,000.00	4,989,062.50	0.00	-5,072,500.00	0.00	0.00	0.00	0.00
FHLB	3133XRJL1	3.050	06-30-09	5,000,000.00	4,995,312.50	0.00	0.00	76,250.00	423.61	5,000,000.00	5,064,062.50
FHLB	3133XMM73	4.750	10-09-09	5,002,144.08	5,001,562.50	0.00	-5,118,750.00	0.00	0.00	0.00	0.00
				33,242,143.06	33,227,260.00	26,036,234.65	-17,765,120.71	91,301.25	423.61	41,936,678.11	42,105,498.94
Pass Toll Series 2006											
TexSTAR											
TexSTAR		1.379		2,534,423.71	2,534,423.71	0.00	-2,534,423.71	3,964.05	0.00	0.00	0.00
				2,534,423.71	2,534,423.71	0.00	-2,534,423.71	3,964.05	0.00	0.00	0.00
Read and Bridge General											
TexPool											
TexPool Prime											
FHLB	3137EAA13	1.485		9,598,093.41	9,598,093.41	379,381.61	-576,633.73	40,737.10	0.00	9,400,841.29	9,400,841.29
FHLB	3137EAA13	1.593		2,361,610.63	2,361,610.63	3,125.96	-1,535,942.73	6,472.68	0.00	810,790.86	810,790.86
FHLB	3133XKLY9	1.379		11,778.06	11,778.06	17.83	-11,795.89	25.81	0.00	0.00	0.00
FHLB	3137EAAE9	5.250	05-21-09	0.00	0.00	1,556,555.00	0.00	39,375.00	8,750.00	1,514,939.11	1,527,656.25
				11,971,482.10	11,971,482.10	1,939,080.40	-2,142,375.35	86,610.59	8,750.00	11,726,571.26	11,739,288.40
Read and Bridge General											
TexPool											
TexPool Prime											
FHLB	3137EAA13	1.485		24,176.25	24,176.25	107.43	0.00	107.43	0.00	24,283.68	24,283.68
FHLB	3137EAA13	1.593		5,091,087.11	5,091,087.11	5,964,612.45	0.00	32,988.18	0.00	11,055,699.56	11,055,699.56
FHLB	3133XKLY9	4.750	04-24-09	0.00	0.00	1,018,868.78	0.00	0.00	22,916.67	1,001,112.27	1,001,875.00
FHLB	3133XRJB7	2.900	06-30-09	2,000,000.00	1,995,625.00	2,066,737.79	-2,029,000.00	47,500.00	17,680.56	2,013,388.79	2,027,500.00
FHLB	31398AHN5	5.000	10-15-10	6,505,643.67	6,506,093.75	0.00	-6,662,500.00	0.00	0.00	0.00	0.00
				13,620,907.03	13,616,982.11	9,050,326.44	-8,691,500.00	80,595.61	40,597.22	14,094,484.30	14,109,358.24
Southeast Road District											
TexPool											
TexPool		1.485		17,274.19	17,274.19	76.80	0.00	76.80	0.00	17,350.99	17,350.99
				17,274.19	17,274.19	76.80	0.00	76.80	0.00	17,350.99	17,350.99
Southwest Road District											
TexPool											
TexPool		1.485		869,346.87	869,346.87	3,863.93	0.00	3,863.93	0.00	873,210.80	873,210.80
				869,346.87	869,346.87	3,863.93	0.00	3,863.93	0.00	873,210.80	873,210.80
Tobacco Funds											
TexPool											
TexPool Prime											
FHLB	3137EAA13	1.485		117,700.86	117,700.86	374.19	-49,867.56	506.63	0.00	68,207.49	68,207.49
FHLB	3137EAA13	1.593		1,958,590.34	1,958,590.34	1,701.23	-1,365,226.44	3,581.76	0.00	595,065.13	595,065.13
FHLB	3133XJXU7	5.000	01-16-09	0.00	0.00	1,018,868.78	0.00	0.00	22,916.67	1,001,112.27	1,001,875.00
FHLB	3133XJXU7	5.000	02-20-09	1,008,211.30	1,007,187.50	0.00	0.00	0.00	18,194.44	1,002,891.30	1,006,250.00
FHLB	313397CJ8	0.000	02-26-09	0.00	0.00	248,238.19	0.00	0.00	0.00	249,163.89	250,000.00
FHLB	31331GBL2	2.500	09-15-09	1,000,000.00	993,750.00	0.00	0.00	0.00	7,361.11	1,000,000.00	1,013,750.00
				4,084,502.50	4,077,228.70	1,269,182.39	-1,415,094.00	4,088.39	48,472.22	3,916,440.08	3,935,147.62

Williamson County
CHANGE IN VALUE
From 09-30-08 To 12-31-08

Security Description	CUSIP	Coupon	Maturity Date	09-30-08 Book Value	09-30-08 Market Value	Additions Purchases	Withdrawals Sales	Interest Received	Accrued Interest	12-31-08 Book Value	12-31-08 Market Value
Unlimited Tax Road Bonds - Series 2006											
FNMA	31359MZ19	4.500	10-15-08	4,807,759.13	4,807,002.50	0.00	-4,912,090.00	0.00	0.00	0.00	0.00
FHLB	3133X1XC6	3.625	11-14-08	5,007,269.57	5,003,125.00	0.00	-5,090,025.00	0.00	0.00	0.00	0.00
				9,815,028.70	9,810,127.50	0.00	-10,002,715.00	0.00	0.00	0.00	0.00
Unlimited Tax Road Bonds - Series 2007											
FLEX-CITIGROUP	WILL-WF	4.848	12-15-10	127,203,171.89	127,203,171.89	1,337,711.90	0.00	1,337,711.90	0.00	128,540,883.79	128,540,883.79
				127,203,171.89	127,203,171.89	1,337,711.90	0.00	1,337,711.90	0.00	128,540,883.79	128,540,883.79
GRAND TOTAL				300,637,257.16	300,558,736.25	103,748,732.37	-85,387,378.88	2,137,710.50	588,834.72	319,423,931.40	320,017,309.34

Williamson County
CO's and Bonds
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
10-08-08	FHLB Accrued Interest	3133XKLY9	4.750	04-24-09		5,000,000	101.173	5,058,650.00
10-08-08	FNMA Accrued Interest	31398AFAS	5.125	07-13-09		1,000,000	101.909	108,194.44
10-14-08	FHLB	3133XSGT9	3.500	10-14-09	01-14-09	1,000,000	100.000	1,019,090.00
								12,100.70
								1,000,000.00
								<u>7,198,035.14</u>

Williamson County
2008 TAN-Compass
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
10-15-08	FNMA Disc Note	313589LW1	0.000	09-18-09		5,000,000	97.183	4,859,166.67
10-31-08	FHLMC Disc Note	313397CJ8	0.000	02-26-09		250,000	99.295	248,238.20
								<u>5,107,404.87</u>

Williamson County
County Benefits Program
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
CALLS 12-30-08	FHLB Accrued Interest	3133XRJB7	2.900	06-30-09	12-30-08	1,000,000	100.000	1,000,000.00
								14,500.00
								1,014,500.00

Williamson County
General Fund
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
CALLS								
10-09-08	FHLB Accrued Interest	3133XMM73	4.750	10-09-09	10-09-08	5,000,000	100.000	5,000,000.00
12-30-08	FHLB Accrued Interest	3133XRJB7	2.900	06-30-09	12-30-08	5,000,000	100.000	118,750.00
								5,000,000.00
								72,500.00
								<u>10,191,250.00</u>
MATURITIES								
12-12-08	FHLB Accrued Interest	3133XHTU6	5.000	12-12-08		7,000,000	100.000	7,000,000.00
								<u>175,000.00</u>
								<u>7,175,000.00</u>

Williamson County
Pooled Funds
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES 10-31-08	FHLMC	3137EAAE9	5.250	05-21-09		1,500,000	101.437	1,521,555.00
	Accrued Interest							35,000.00
								<u>1,556,555.00</u>

Williamson County
Road and Bridge General
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
10-08-08	FHLB Accrued Interest	3133XKLY9	4.750	04-24-09		2,000,000	101.173	2,023,460.00
10-09-08	FHLNC Accrued Interest	3137EAAL3	5.000	01-16-09		1,000,000	100.734	43,277.79
								1,007,341.00
								11,527.77
								3,085,606.56
CALLS								
10-15-08	FNMA Accrued Interest	31398AHN5	5.000	10-15-10	10-15-08	6,500,000	100.000	6,500,000.00
12-30-08	FHLB Accrued Interest	3133XRJB7	2.900	06-30-09	12-30-08	2,000,000	100.000	162,500.00
								2,000,000.00
								29,000.00
								8,691,500.00

Williamson County
'07 Road Unlimited - 06
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
10-08-08	FHLB Accrued Interest	3133XKLY9	4.750	04-24-09		5,000,000	101.173	5,058,650.00
10-14-08	FHLB	3133XSGT9	3.500	10-14-09	01-14-09	2,000,000	100.000	108,194.44
								2,000,000.00
								7,166,844.44

Williamson County
Tobacco Funds
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
10-09-08	FHLMC Accrued Interest	3137EAA13	5.000	01-16-09		1,000,000	100.734	1,007,341.00
10-31-08	FHLMC Disc Note	313397CJ8	0.000	02-26-09		250,000	99.295	11,527.78
								248,238.19
								<u>1,267,106.97</u>

Williamson County
Combination Tax & Revenue Series 2006 CO
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
10-08-08	FNMA Accrued Interest	31398AFA5	5.125	07-13-09		5,000,000	101.909	5,095,450.00
10-09-08	FHLMC Accrued Interest	3137EAA13	5.000	01-16-09		1,000,000	100.734	60,503.47
10-14-08	FHLB Accrued Interest	3133XSGT9	3.500	10-14-09	01-14-09	1,000,000	100.000	1,007,341.00
11-14-08	FHLMC Disc Note	313397NT4	0.000	11-02-09		6,000,000	97.990	11,527.78
								1,000,000.00
								5,879,391.67
								13,054,213.92
MATURITIES								
10-15-08	FNMA Accrued Interest	31359MZH9	4.500	10-15-08		5,000,000	100.000	5,000,000.00
11-10-08	American Express Credit CP	02581RLA9	0.000	11-10-08		3,000,000	100.000	112,500.00
								3,000,000.00
								8,112,500.00

Williamson County
Unlimited Tax Road Bonds - Series 2006
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
MATURITIES								
10-15-08	FNMA Accrued Interest	31359MZH9	4.500	10-15-08		4,804,000	100.000	4,804,000.00
11-14-08	FHLB Accrued Interest	3133X1XC6	3.625	11-14-08		5,000,000	100.000	108,090.00
								5,000,000.00
								90,625.00
								<u>10,002,715.00</u>

Williamson County
Unlimited Tax Road Bonds - Series 2007
INVESTMENT TRANSACTIONS
From 10-01-08 To 12-31-08

Settle Date	Security	CUSIP	Coupon	Mature Date	Call Date	Quantity	Unit Price	Amount
PURCHASES								
10-01-08	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		434,367.03	100.000	434,367.03
11-03-08	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		480,938.25	100.000	480,938.25
12-01-08	FLEX-CITIGROUP	WILL-WF	4.848	12-15-10		422,406.62	100.000	422,406.62
								<u>1,337,711.90</u>

Williamson County
EARNED INCOME
From 09-30-08 To 12-31-08

	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Earned Interest	Ending Accrued Interest	Amortization/ Accretion	Adjusted Earned Income
07 Park Limited - 06								
TexPool Prime (texprime)	0.00	0.00	0.00	13,111.76	13,111.76	0.00	0.00	13,111.76
	0.00	0.00	0.00	13,111.76	13,111.76	0.00	0.00	13,111.76
07 Road Unlimited - 06								
TexPool Prime (texprime)	0.00	0.00	0.00	23,736.45	23,736.45	0.00	0.00	23,736.45
FHLB 4.750% Due 04-24-09 (3133xkly9)	0.00	108,194.44	0.00	118,750.00	54,756.95	44,201.39	-25,178.03	29,578.92
FHLB 3.500% Due 10-14-09 (3133xsg9)	0.00	0.00	0.00	0.00	14,972.22	14,972.22	0.00	14,972.22
	0.00	108,194.44	0.00	142,486.45	93,465.62	59,173.61	-25,178.03	68,287.59
2008 TAN-Compass								
TexPool (texpool)	0.00	0.00	0.00	7,602.83	7,602.83	0.00	0.00	7,602.83
TexPool Prime (texprime)	0.00	0.00	0.00	18,527.93	18,527.93	0.00	0.00	18,527.93
FHLB 4.750% Due 02-26-09 (313397c38)	0.00	0.00	0.00	0.00	0.00	0.00	925.69	925.69
FHLB 3.500% Due 09-18-09 (313589w1)	0.00	0.00	0.00	0.00	0.00	0.00	32,500.00	32,500.00
	0.00	0.00	0.00	26,130.76	26,130.76	0.00	33,425.69	59,556.45
CC Records Archive								
FHLB 2.480% Due 05-07-09 (3133xqa3)	9,920.00	0.00	0.00	0.00	6,200.00	16,120.00	1,021.83	7,221.83
	9,920.00	0.00	0.00	0.00	6,200.00	16,120.00	1,021.83	7,221.83
CO's and Bonds								
TexSTAR (texstar)	0.00	0.00	0.00	3,118.33	3,118.33	0.00	0.00	3,118.33
TexPool (texpool)	0.00	0.00	0.00	5,727.20	5,727.20	0.00	0.00	5,727.20
TexPool Prime (texprime)	0.00	0.00	0.00	71,817.36	71,817.36	0.00	0.00	71,817.36
FHLB 5.000% Due 02-20-09 (3133xju7)	22,777.78	0.00	0.00	0.00	50,000.00	72,777.78	-21,280.00	28,720.00
FHLB 4.750% Due 04-24-09 (3133xkly9)	0.00	108,194.44	0.00	118,750.00	54,756.95	44,201.39	-25,178.03	29,578.92
FHLB 5.125% Due 07-13-09 (31398af5)	0.00	12,100.70	0.00	0.00	11,815.97	23,916.67	-5,836.87	5,979.10
FHLB 3.500% Due 10-14-09 (3133xsg9)	0.00	0.00	0.00	0.00	7,486.11	7,486.11	0.00	7,486.11
	22,777.78	120,295.14	0.00	199,412.89	204,721.92	148,381.95	-52,294.90	152,427.02
Combination Tax & Revenue Series 2006 CO								
TexPool Prime (texprime)	0.00	0.00	0.00	67,721.74	67,721.74	0.00	0.00	67,721.74
FHLB 4.500% Due 10-15-08 (31359mzb9)	103,750.00	0.00	112,500.00	0.00	8,750.00	0.00	-681.82	8,068.18
American Express Credit CP 0.000% Due 11-10-08 (02581ra9)	0.00	0.00	0.00	0.00	0.00	0.00	8,433.33	8,433.33
FHLB 5.000% Due 01-16-09 (3137eaa3)	0.00	11,527.78	0.00	0.00	11,388.89	22,916.67	-6,228.73	5,160.16
FHLB 2.375% Due 05-13-09 (3133xra75)	22,032.08	0.00	0.00	28,737.50	14,368.75	7,663.33	3,007.30	17,376.05

Williamson County
EARNED INCOME

From 09-30-08 To 12-31-08

	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Earned Interest	Ending Accrued Interest	Amortization/ Accretion	Adjusted Earned Income
FNMA 5.125% Due 07-13-09 (31398afas)	0.00	60,503.47	0.00	0.00	59,079.86	119,583.33	-29,184.35	29,895.51
FHLB 3.500% Due 10-14-09 (3133xsgp9)	0.00	0.00	0.00	0.00	7,486.11	7,486.11	0.00	7,486.11
FHLMC Disc Note 0.000% Due 11-02-09 (313397ni4)	0.00	0.00	0.00	0.00	0.00	0.00	16,400.00	16,400.00
	125,782.08	72,031.25	112,500.00	96,459.24	168,795.35	157,649.44	-8,254.27	160,541.08
County Benefits Program								
TexPool (texpool)	0.00	0.00	0.00	57.80	57.80	0.00	0.00	57.80
TexPool Prime (texprime)	0.00	0.00	0.00	6,163.16	6,163.16	0.00	0.00	6,163.16
FHLB 2.900% Due 06-30-09 (3133xrpj7)	7,330.56	0.00	14,500.00	0.00	7,169.44	0.00	0.00	7,169.44
	7,330.56	0.00	14,500.00	6,220.96	13,390.40	0.00	0.00	13,390.40
Debt Service Fund								
TexPool (texpool)	0.00	0.00	0.00	2,130.40	2,130.40	0.00	0.00	2,130.40
TexPool Prime (texprime)	0.00	0.00	0.00	21,045.52	21,045.52	0.00	0.00	21,045.52
FHLB 2.400% Due 02-09-09 (3133xqp97)	66,266.67	0.00	0.00	0.00	42,000.00	108,266.67	-634.49	41,365.51
FHLB 3.000% Due 06-23-09 (3133xrp46)	12,250.00	0.00	0.00	22,500.00	11,250.00	1,000.00	-1,335.80	9,914.20
	78,516.67	0.00	0.00	45,675.92	76,425.92	109,266.67	-1,970.29	74,455.63
General Fund								
TexPool (texpool)	0.00	0.00	0.00	980.73	980.73	0.00	0.00	980.73
TexPool Prime (texprime)	0.00	0.00	0.00	14,070.52	14,070.52	0.00	0.00	14,070.52
FHLB 5.000% Due 12-12-08 (3133xhu6)	105,972.22	0.00	175,000.00	0.00	69,027.78	0.00	-12,751.48	56,276.30
FHLMC Disc Note 0.000% Due 05-26-09 (313397gb1)	0.00	0.00	0.00	0.00	0.00	0.00	36,033.33	36,033.33
FNMA Disc Note 0.000% Due 05-29-09 (313589ge7)	0.00	0.00	0.00	0.00	0.00	0.00	36,033.33	36,033.33
FHLB 2.900% Due 06-30-09 (3133xrpj7)	36,652.78	0.00	72,500.00	0.00	35,847.22	0.00	0.00	35,847.22
FHLB 3.050% Due 06-30-09 (3133xrh1)	38,548.61	0.00	0.00	76,250.00	38,125.00	423.61	0.00	38,125.00
FHLB 4.750% Due 10-09-09 (3133xnm73)	113,472.22	0.00	118,750.00	0.00	5,277.78	0.00	-2,144.08	3,133.70
	294,645.83	0.00	366,250.00	91,301.25	163,329.03	423.61	57,171.10	220,500.13
Pass Toll Series 2006								
TexSTAR (texstar)	0.00	0.00	0.00	3,964.05	3,964.05	0.00	0.00	3,964.05
	0.00	0.00	0.00	3,964.05	3,964.05	0.00	0.00	3,964.05
Pooled Funds								
TexSTAR (texstar)	0.00	0.00	0.00	25.81	25.81	0.00	0.00	25.81
TexPool (texpool)	0.00	0.00	0.00	40,737.10	40,737.10	0.00	0.00	40,737.10
TexPool Prime (texprime)	0.00	0.00	0.00	6,472.68	6,472.68	0.00	0.00	6,472.68
FHLMC 5.250% Due 05-21-09 (3137eae9)	0.00	35,000.00	0.00	39,375.00	13,125.00	8,750.00	-6,615.89	6,509.11
	0.00	35,000.00	0.00	86,610.59	60,360.59	8,750.00	-6,615.89	53,744.70

Williamson County
EARNED INCOME
From 09-30-08 To 12-31-08

	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Earned Interest	Ending Accrued Interest	Amortization/ Accretion	Adjusted Earned Income
Road and Bridge General								
TexPool (texpool)	0.00	0.00	0.00	107.43	107.43	0.00	0.00	107.43
TexPool Prime (texprime)	0.00	0.00	0.00	32,988.18	32,988.18	0.00	0.00	32,988.18
FHLMC 5.000% Due 01-16-09 (3137caal3)	0.00	11,527.77	0.00	0.00	11,388.90	22,916.67	-6,228.73	5,160.17
FHLB 4.750% Due 04-24-09 (3133xxk19)	0.00	43,277.79	0.00	47,500.00	21,902.77	17,680.56	-10,071.21	11,831.56
FHLB 2.900% Due 06-30-09 (3133xjb7)	14,661.11	0.00	29,000.00	0.00	14,338.89	0.00	0.00	14,338.89
FNMA 5.000% Due 10-15-10 (31398ahm5)	149,861.11	0.00	162,500.00	0.00	12,638.89	0.00	-5,643.67	6,995.22
	164,522.22	54,805.56	191,500.00	80,593.61	93,365.06	40,597.23	-21,943.61	71,421.45
Southeast Road District								
TexPool (texpool)	0.00	0.00	0.00	76.80	76.80	0.00	0.00	76.80
	0.00	0.00	0.00	76.80	76.80	0.00	0.00	76.80
Southwest Road District								
TexPool (texpool)	0.00	0.00	0.00	3,863.93	3,863.93	0.00	0.00	3,863.93
	0.00	0.00	0.00	3,863.93	3,863.93	0.00	0.00	3,863.93
Tobacco Funds								
TexPool (texpool)	0.00	0.00	0.00	506.63	506.63	0.00	0.00	506.63
TexPool Prime (texprime)	0.00	0.00	0.00	3,581.76	3,581.76	0.00	0.00	3,581.76
FHLMC 5.000% Due 01-16-09 (3137caal3)	0.00	11,527.78	0.00	0.00	11,388.89	22,916.67	-6,228.73	5,160.16
FHLB 5.000% Due 02-20-09 (3133xxu7)	5,694.44	0.00	0.00	0.00	12,500.00	18,194.44	-5,320.00	7,180.00
FHLMC Disc Note 0.000% Due 02-26-09 (313397c18)	0.00	0.00	0.00	0.00	0.00	0.00	925.70	925.70
FFCB 2.500% Due 09-15-09 (31331gb12)	1,111.11	0.00	0.00	0.00	6,250.00	7,361.11	0.00	6,250.00
	6,805.55	11,527.78	0.00	4,088.39	34,227.28	48,472.22	-10,623.03	23,604.25
Unlimited Tax Road Bonds - Series 2006								
FNMA 4.500% Due 10-15-08 (31359mzi9)	99,683.00	0.00	108,090.00	0.00	8,407.00	0.00	-3,759.13	4,647.87
FHLB 3.625% Due 11-14-08 (3133x1xc6)	68,973.69	0.00	90,625.00	0.00	21,649.31	0.00	-7,269.57	14,379.74
	168,656.69	0.00	198,715.00	0.00	30,056.31	0.00	-11,028.70	19,027.61
Unlimited Tax Road Bonds - Series 2007								
FLEX-CITIGROUP 4.848% Due 12-15-10 (will-wf)	434,367.03	0.00	0.00	1,337,711.90	1,357,415.54	454,070.67	0.00	1,357,415.54
	434,367.03	0.00	0.00	1,337,711.90	1,357,415.54	454,070.67	0.00	1,357,415.54
GRAND TOTAL	1,313,326.41	401,854.17	883,465.00	2,137,710.50	2,348,900.32	1,042,905.40	-46,290.10	2,302,610.22

Williamson County
AMORTIZATION AND ACCRETION
From 09-30-08 To 12-31-08

	Purchase Information			Amortization/Accretion Information		
	Purchase Quantity	Date	Price	Total Cost	Date To Date	Adjusted Cost
07 Road Unlimited - 06						
FHLB 4.750% Due 04-24-09 (3133xh9)	5,000,000.00	10/8/2008	101.173	5,058,650.00	-25,178.03	-33,471.97
FHLB 3.500% Due 10-14-09 (3133sg9)	2,000,000.00	10/14/2008	100.000	2,000,000.00	0.00	0.00
				7,058,650.00	-25,178.03	-33,471.97
						7,033,471.97
2008 TAN-Compass						
FHLMC Disc Note 0.000% Due 02-26-09 (313397ej8)	250,000.00	10/31/2008	99.295	248,238.20	925.69	836.11
FNMA Disc Note 0.000% Due 09-18-09 (313589iw1)	5,000,000.00	10/15/2008	97.183	4,859,166.67	32,500.00	108,333.33
				5,107,404.87	33,425.69	109,169.44
						5,140,830.56
CC Records Archive						
FHLB 2.480% Due 05-07-09 (3133xqza3)	1,000,000.00	8/18/2008	99.709	997,090.00	1,021.83	1,399.47
				997,090.00	1,510.53	1,399.47
						998,600.53
CO's and Bonds						
FHLB 5.000% Due 02-20-09 (3133xjw7)	4,000,000.00	8/20/2008	101.064	4,042,560.00	-21,280.00	-30,994.78
FHLB 4.750% Due 04-24-09 (3133xh9)	5,000,000.00	10/8/2008	101.173	5,058,650.00	-25,178.03	-33,471.97
FNMA 5.125% Due 07-13-09 (31398af5)	1,000,000.00	10/8/2008	101.909	1,019,090.00	-5,836.87	-13,253.13
FHLB 3.500% Due 10-14-09 (3133sg9)	1,000,000.00	10/14/2008	100.000	1,000,000.00	0.00	0.00
				11,120,300.00	-52,294.90	-62,009.68
						11,058,290.32
Combination Tax & Revenue Series 2006 CO						
FNMA 4.500% Due 10-15-08 (31359mzh9)	0.00	12/12/2007	0.000	0.00	-681.82	-15,000.00
American Express Credit CP 0.000% Due 11-10-08 (02381ra9)	0.00	5/14/2008	0.000	0.00	8,433.33	37,950.00
FHLMC 5.000% Due 01-16-09 (3137na13)	1,000,000.00	10/9/2008	100.734	1,007,341.00	-6,228.73	-1,112.27
FHLB 2.375% Due 05-13-09 (3133xra75)	2,420,000.00	8/18/2008	99.638	2,411,239.60	4,445.58	4,314.82
FNMA 5.125% Due 07-13-09 (31398af5)	5,000,000.00	10/8/2008	101.909	5,095,450.00	-29,184.35	-66,265.65
FHLB 3.500% Due 10-14-09 (3133sg9)	1,000,000.00	10/14/2008	100.000	1,000,000.00	0.00	0.00
FHLMC Disc Note 0.000% Due 11-02-09 (313397nt4)	6,000,000.00	11/14/2008	97.990	5,879,391.67	16,400.00	104,208.33
				15,393,422.27	-8,254.27	41,145.23
						15,378,854.77
County Benefits Program						
FHLB 2.900% Due 06-30-09 (3133xrb7)	0.00	6/30/2008	0.000	0.00	0.00	0.00
				0.00	0.00	0.00

Williamson County
AMORTIZATION AND ACCRETION
From 09-30-08 To 12-31-08

	Purchase Information			Amortization/Accretion Information		
	Purchase Quantity	Date	Price	Total Cost	Date To Date	Adjusted Cost
Debt Service Fund						
FHLB 2.400% Due 02-09-09 (3133xq97)	7,000,000.00	5/14/2008	100.027	7,001,869.00	-634.49	-268.97
FHLB 3.000% Due 06-23-09 (3133xrp46)	1,500,000.00	9/15/2008	100.272	1,504,080.00	-1,335.80	-2,511.89
				8,505,949.00	-1,970.29	-2,780.86
						7,000,268.97
						1,502,511.89
						8,502,780.86
General Fund						
FHLB 5.000% Due 12-12-08 (3133xhu6)	0.00	12/12/2007	0.000	0.00	-12,751.48	0.00
FHLB 5.000% Due 05-26-09 (313397gb1)	5,000,000.00	8/6/2008	97.705	4,885,241.67	36,033.33	56,791.67
FNMA Disc Note 0.000% Due 05-29-09 (313389ge7)	5,000,000.00	8/6/2008	97.681	4,884,066.67	36,033.33	57,966.66
FHLB 2.900% Due 06-30-09 (3133xrb7)	0.00	6/30/2008	0.000	0.00	0.00	0.00
FHLB 3.050% Due 06-30-09 (3133xrb1)	5,000,000.00	6/30/2008	100.000	5,000,000.00	0.00	0.00
FHLB 4.750% Due 10-09-09 (3133xmr73)	0.00	3/12/2008	0.000	0.00	-2,144.08	0.00
				14,769,308.34	57,171.10	114,758.33
						14,885,241.66
Pooled Funds						
FHLMC 5.250% Due 05-21-09 (3137taae9)	1,500,000.00	10/31/2008	101.437	1,521,555.00	-6,615.89	-14,939.11
				1,521,555.00	-6,615.89	-14,939.11
						1,514,939.11
Road and Bridge General						
FHLMC 5.000% Due 01-16-09 (3137taal3)	1,000,000.00	10/9/2008	100.734	1,007,341.00	-6,228.73	-1,112.27
FHLB 4.750% Due 04-24-09 (3133xky9)	2,000,000.00	10/8/2008	101.173	2,023,460.00	-10,071.21	-13,388.79
FHLB 2.900% Due 06-30-09 (3133xrb7)	0.00	6/30/2008	0.000	0.00	0.00	0.00
FNMA 5.000% Due 10-15-10 (31398ahs5)	0.00	3/11/2008	0.000	0.00	-5,643.67	0.00
				3,030,801.00	-21,943.61	-14,501.06
						3,014,501.06
Tobacco Funds						
FHLMC 5.000% Due 01-16-09 (3137taal3)	1,000,000.00	10/9/2008	100.734	1,007,341.00	-6,228.73	-1,112.27
FHLB 5.000% Due 02-20-09 (3133xju7)	1,000,000.00	8/20/2008	101.064	1,010,640.00	-5,320.00	-2,891.30
FHLMC Disc Note 0.000% Due 02-26-09 (313397cj8)	250,000.00	10/31/2008	99.295	248,238.19	925.70	836.11
FFCB 2.500% Due 09-15-09 (31331gbh2)	1,000,000.00	9/15/2008	100.000	1,000,000.00	0.00	0.00
				3,266,219.19	-10,623.03	-3,167.46
						3,253,167.46
Unlimited Tax Road Bonds - Series 2006						
FNMA 4.500% Due 10-15-08 (31359mzh9)	0.00	3/5/2008	0.000	0.00	-3,759.13	0.00
FHLB 3.625% Due 11-14-08 (3133x1xc6)	0.00	6/6/2008	0.000	0.00	-7,269.57	0.00
				0.00	-11,028.70	0.00
						0.00
Unlimited Tax Road Bonds - Series 2007						
FLEX-CITIGROUP 4.848% Due 12-15-10 (will-wf)	128,540,883.79	10/12/2007	100.000	128,540,883.79	0.00	0.00
				128,540,883.79	0.00	0.00
						128,540,883.79
GRAND TOTAL				199,311,583.46	-46,290.10	-263,067.45
						199,321,562.09

Williamson County
PROJECTED FIXED INCOME CASH FLOWS
Beginning January 1, 2009

SECURITY DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
AGENCY COUPON SECURITIES													
FHLMC 5.000% Due 01-16-09 (3137eaa13)	3,075,000.00												3,075,000.00
FHLB 2.400% Due 02-09-09 (3133xqy97)		7,126,000.00											7,126,000.00
FHLB 5.000% Due 02-20-09 (3133xjpu7)		5,125,000.00											5,125,000.00
FHLB 4.750% Due 04-24-09 (3133xdlly9)				12,285,000.00									12,285,000.00
FHLB 2.480% Due 05-07-09 (3133xqza3)					1,024,800.00								1,024,800.00
FHLB 2.375% Due 05-13-09 (3133xm75)					2,448,737.50								2,448,737.50
FHLMC 5.250% Due 05-21-09 (3137eaae9)					1,539,375.00								1,539,375.00
FHLB 3.000% Due 06-23-09 (3133xcp46)						1,522,500.00							1,522,500.00
FHLB 3.050% Due 06-30-09 (3133xdlh1)						5,076,250.00							5,076,250.00
FNMA 3.125% Due 07-13-09 (31398afaf5)							6,153,750.00						6,153,750.00
FFCB 2.500% Due 09-15-09 (31331gb12)	153,750.00		12,500.00						1,012,500.00				1,025,000.00
FHLB 3.500% Due 10-14-09 (3133xsg9)				70,000.00						4,070,000.00			4,140,000.00
Total	3,228,750.00	12,251,000.00	12,500.00	12,355,000.00	5,012,912.50	6,598,750.00	6,153,750.00		1,012,500.00	4,070,000.00			50,695,162.50
AGENCY DISCOUNT NOTES													
FHLMC Disc Note 0.000% Due 02-26-09 (313397c38)		500,000.00											500,000.00
FHLMC Disc Note 0.000% Due 05-26-09 (313397gb1)					5,000,000.00								5,000,000.00
FNMA Disc Note 0.000% Due 05-29-09 (313589ge7)					5,000,000.00								5,000,000.00
FNMA Disc Note 0.000% Due 09-18-09 (313589hw1)									5,000,000.00				5,000,000.00
FHLMC Disc Note 0.000% Due 11-02-09 (313397m4)										6,000,000.00			6,000,000.00
Total		500,000.00			10,000,000.00				5,000,000.00		6,000,000.00		21,500,000.00
FLEXIBLE REPURCHASE AGREEMENT													
FLEX-CITIGROUP 4.848% Due 12-15-10 (will-wf)	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	6,231,662.05
Total	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	519,305.17	6,231,662.05
Grand Total	3,748,055.17	13,270,305.17	531,805.17	12,874,305.17	15,532,217.67	7,118,055.17	6,673,055.17	519,305.17	6,531,805.17	4,589,305.17	6,519,305.17	519,305.17	78,426,824.55

Consider Accepting Racial Profile Report submitted by Constable Pct. 3 as required by TX.CCP 2.133 & 2.134

Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Theresa Lock, Constable Pct. #3
Submitted For: Bobby Gutierrez
Department: Constable Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider Accepting Racial Profile Report submitted by Constable Pct. 3 as required by TX.CCP 2.133 & 2.134.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [tlock](#)

Form Routing/Status

Form Started By: Theresa Lock Started On: 02/17/2009 10:44 AM

Final Approval Date: 02/19/2009

Williamson County Constable Pct. 3

Racial Profiling Statistical Report

01/01/2008 - 12/31/2008

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	1	16.7%	0.9%	2	33.3%	1.9%
Warned (Written)	5	83.3%	4.6%	4	66.7%	3.7%
	6	100.0%	2.8%	6	100.0%	2.8%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	1	2.2%	50.0%	1	0.6%	50.0%
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	27	58.7%	25.2%	76	48.1%	71.0%
Warned (Written)	18	39.1%	16.7%	81	51.3%	75.0%
	46	100.0%	21.2%	158	100.0%	72.8%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	0.0%	0.0%
Released	0	0.0%	#DIV/0!
Ticketed	1	100.0%	0.9%
Warned (Written)	0	0.0%	0.0%
	1	100.0%	0.5%
	Total	of Race	of all Detentions

Disposition	Total %	Number
Arrested	0.9%	2
Released	0.0%	0
Ticketed	49.3%	107
Warned (Written)	49.8%	108
	100.0%	217

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	Black	% of Race	% of Search
Consent Search	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
No Search	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Probable Cause Search	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	White	% of Race	% of Search
Consent Search	1	100.0%	20.0%	4	80.0%	80.0%
No Search	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Probable Cause Search	0	0.0%	0.0%	1	20.0%	100.0%
	1	100.0%	16.7%	5	100.0%	83.3%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Native American	% of Race	% of Search
Consent Search	0	#DIV/0!	0.0%
No Search	0	#DIV/0!	#DIV/0!
Probable Cause Search	0	#DIV/0!	0.0%
	0	#DIV/0!	0.0%
	Total	of Race	of all Detentions

SearchStatus	Total %	Number
Consent Search	83.3%	5
No Search	0.0%	0
Probable Cause Search	16.7%	1
	100.0%	6

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	Black	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Hazardous Traffic	Ticketed	1	14.3%	2.4%	1	12.5%	2.4%
Hazardous Traffic	Warned (Written)	4	57.1%	5.3%	3	37.5%	3.9%
Investigation	Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Ticketed	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Warned (Written)	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	1	14.3%	33.3%	2	25.0%	66.7%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%	1	12.5%	1.5%
Non-Hazardous Traffic	Warned (Written)	1	14.3%	3.1%	1	12.5%	3.1%
		7	100.0%	3.2%	8	100.0%	3.6%
		Total	of Race	of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	White	% of Race	% of Stop
Hazardous Traffic	Arrested	1	2.2%	100.0%	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Hazardous Traffic	Ticketed	14	31.1%	33.3%	26	16.4%	61.9%
Hazardous Traffic	Warned (Written)	14	31.1%	18.4%	55	34.6%	72.4%
Investigation	Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Ticketed	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Warned (Written)	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	1	0.6%	100.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	12	26.7%	18.5%	51	32.1%	78.5%
Non-Hazardous Traffic	Warned (Written)	4	8.9%	12.5%	26	16.4%	81.3%
		45	100.0%	20.5%	159	100.0%	72.3%
		Total	of Race	of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%

Hazardous Traffic	Released	0	0.0%	#DIV/0!
Hazardous Traffic	Ticketed	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	#DIV/0!
Investigation	Released	0	0.0%	#DIV/0!
Investigation	Ticketed	0	0.0%	#DIV/0!
Investigation	Warned (Written)	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	1	100.0%	1.5%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		1	100.0%	0.5%
		Total	of Race	of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.5%	1
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	19.1%	42
Hazardous Traffic	Warned (Written)	34.5%	76
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	0.0%	0
Investigation	Warned (Written)	0.0%	0
Non-Hazardous Traffic	Arrested	0.5%	1
Non-Hazardous Traffic	Released	1.4%	3
Non-Hazardous Traffic	Ticketed	29.5%	65
Non-Hazardous Traffic	Warned (Written)	14.5%	32
		100.0%	220

Local Clean Air Initiative Vehicle Retirements, Juvenile Services, 2/24/09
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the destruction of 15 vehicles in compliance with the Local Initiative Clean Vehicle Grant. The grant paid for 50% of the costs associated with purchasing 15 replacement hybrid vehicles. (Revised list filed with minutes.)

Background

The Local Initiative Grant Contract requires that the county submit documented proof that the old vehicles were taken out of commission and destroyed. A grant agency authorized dismantler will pick up the retired vehicles and destroy them per the grant guidelines. Vehicles slated for replacement were selected based on high mileage and poor fuel efficiency. An earlier list of vehicles submitted for Commissioners' Court review on September 30, 2008 was modified to transfer vehicles between departments to allow the greatest air quality benefits while permitting the County to trade out its oldest and least efficient vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Juv Svcs & URS Vehicles](#)

Form Routing/Status

Form Started By: Lisa Moore
Started On: 02/17/2009 02:44 PM
Final Approval Date: 02/19/2009

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W7YX173616			5781	
Vehicle Identification Number			Door Number	
781167	2000	FORD	CROWN VICTORIA	WHITE
License Plate Number	Year	Make	Model	Color
UNASSIGNED			576	
Driver Assigned to Vehicle			Department	

Reason for Retirement:

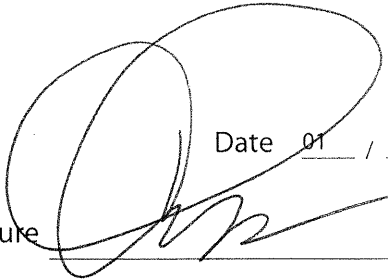
- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 130764
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature 

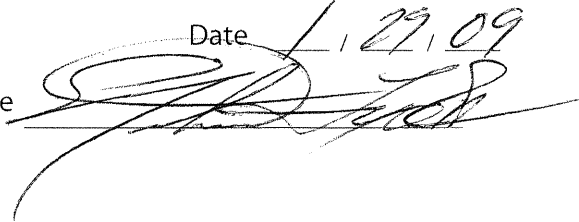
Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print Mike Fox

Signature 

Date 1 / 27 / 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W1XX116732			5774	
Vehicle Identification Number			Door Number	
S61FGD	1999	FORD	CROWN VICTORIA	BLK/WHT
License Plate Number	Year	Make	Model	Color
UNASSIGNED			576	
Driver Assigned to Vehicle			Department	

Reason for Retirement:

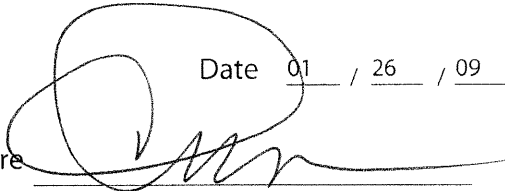
- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 136625
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature 

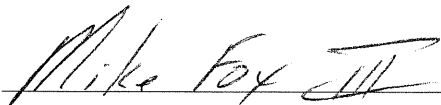
Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

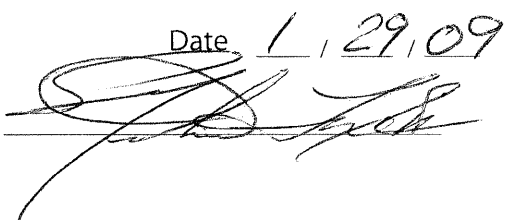
For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print



Signature

Date 1, 29, 09


Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W1XX240290 _____ 5773 _____
Vehicle Identification Number Door Number

S62FGD 1999 FORD CROWN VICTORIA BLK/WHT
License Plate Number Year Make Model Color

UNASSIGNED _____ 576 _____
Driver Assigned to Vehicle Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 152688 _____
- ☐ Not mechanically sound _____
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ SALE at the earliest auction
- ☐ TRADE-IN for new assets for the county
- ☐ DONATION to a non-county entity
- ☐ SALVAGE for parts
- ☒ See explanation above
- Elected Official/Department Head/Authorized Staff**

Print CHARLIE SCAGGS _____

Signature _____

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date 1, 29, 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W2XX116769
Vehicle Identification Number

5772
Door Number

S63FGD 1999 FORD CROWN VICTORIA BLK/WHT
License Plate Number Year Make Model Color

UNASSIGNED
Driver Assigned to Vehicle

576
Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 123002
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date

1 / 29 / 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71WXXX243172			5761	
Vehicle Identification Number			Door Number	
769718	1999	FORD	CROWN VICTORIA	WHITE
License Plate Number	Year	Make	Model	Color
UNASSIGNED			576	
Driver Assigned to Vehicle			Department	

Reason for Retirement:

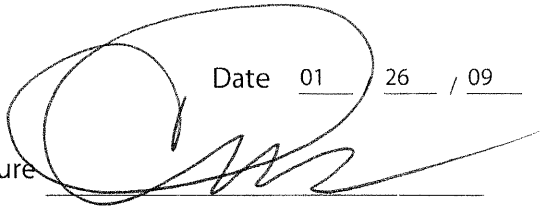
- ☐ Accident: Attach a Damage to County Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 104027
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature 

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

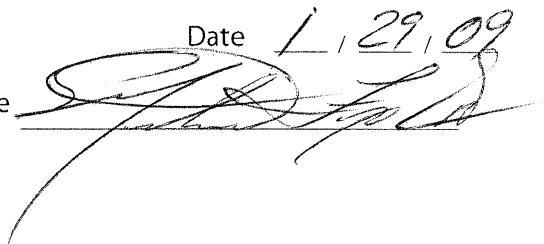
For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date 1 / 29 / 09


Williamson County Vehicle Retirement Form

Identify Vehicle:

2FALP71W7VX173209			5780	
Vehicle Identification Number			Door Number	
719568	1997	FORD	CROWN VICTORIA	WHITE
License Plate Number	Year	Make	Model	Color
UNASSIGNED			576	
Driver Assigned to Vehicle			Department	

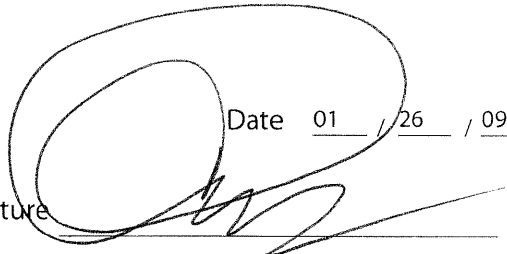
Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 116333
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT- VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above
- Elected Official/Department Head/Authorized Staff**

Print CHARLIE SCAGGS

Signature 

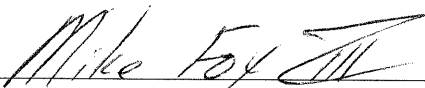
Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

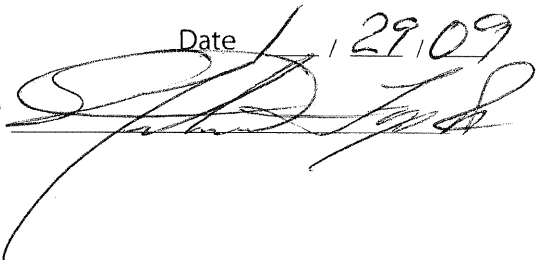
For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print



Signature

Date 1 / 29 / 09


Williamson County Vehicle Retirement Form

Identify Vehicle:

2FALP71W7VX225096				5770
Vehicle Identification Number				Door Number
728896	1997	FORD	CROWN VICTORIA	WHITE
License Plate Number	Year	Make	Model	Color
UNASSIGNED				576
Driver Assigned to Vehicle				Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 97976
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date

1, 29, 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FALP71W4VX225086			5765	
Vehicle Identification Number			Door Number	
ZBR38N	1997	FORD	CROWN VICTORIA	WHITE
License Plate Number	Year	Make	Model	Color
UNASSIGNED			576	
Driver Assigned to Vehicle			Department	

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 93093
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature 

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

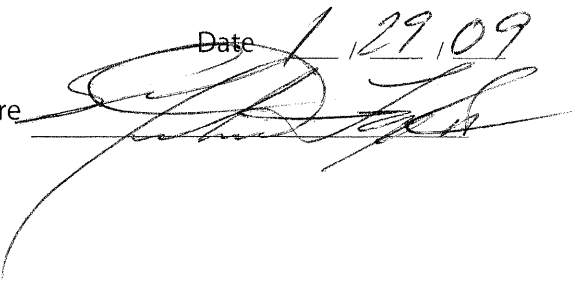
For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature



Date

12 / 29 / 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FALP71W6VX173203			5778	
Vehicle Identification Number			Door Number	
745691	1997	FORD	CROWN VICTORIA	BLUE
License Plate Number	Year	Make	Model	Color
UNASSIGNED			576	
Driver Assigned to Vehicle			Department	

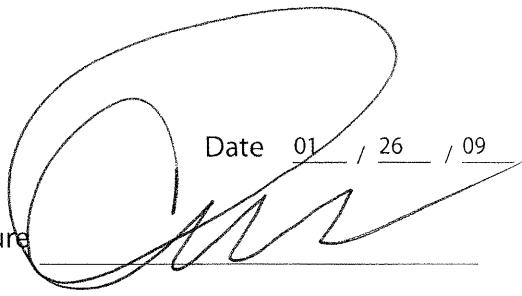
Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 163442
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT- VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above
- Elected Official/Department Head/Authorized Staff**

Print CHARLIE SCAGGS

Signature 

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print 

Signature 

Date 1 / 29 / 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W2YX113470			5776	
Vehicle Identification Number			Door Number	
860356	2000	FORD	CROWN VICTORIA	BLK/WHT
License Plate Number	Year	Make	Model	Color
UNASSIGNED			576	
Driver Assigned to Vehicle			Department	

Reason for Retirement:

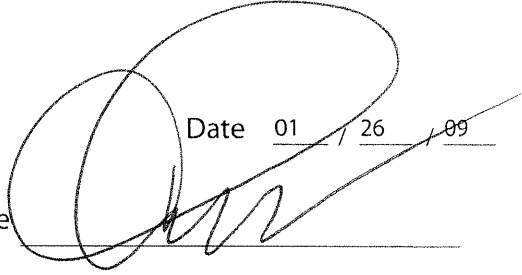
- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 110556
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT- VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

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- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature 

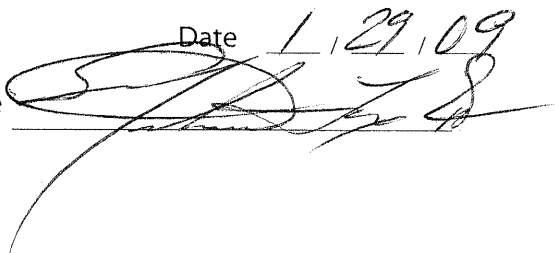
Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

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- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print Mike Fox 

Signature 

Date 1 / 29 / 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71WXXX243169

Vehicle Identification Number

5789

Door Number

769719

License Plate Number

1999

Year

FORD

Make

CROWN VICTORIA

Model

WHITE

Color

UNASSIGNED

Driver Assigned to Vehicle

576

Department

Reason for Retirement:

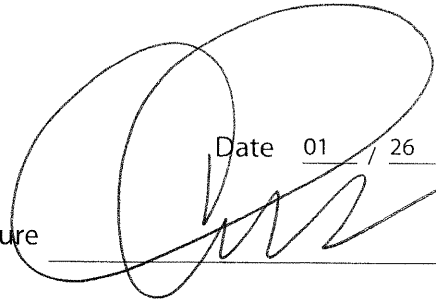
- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 127288
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

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- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature 

Date 01 / 26 / 09

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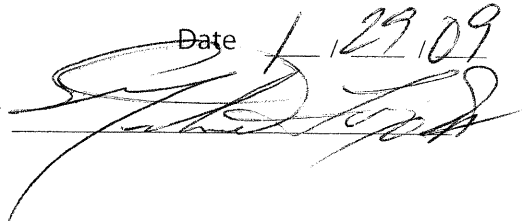
For Fleet Services Use Only

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Print

Mike Fox III

Signature



Date

1/29/09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W7XX240276			5777	
Vehicle Identification Number			Door Number	
860355	1999	FORD	CROWN VICTORIA	BLK/WHT
License Plate Number	Year	Make	Model	Color
UNASSIGNED			576	
Driver Assigned to Vehicle			Department	

Reason for Retirement:

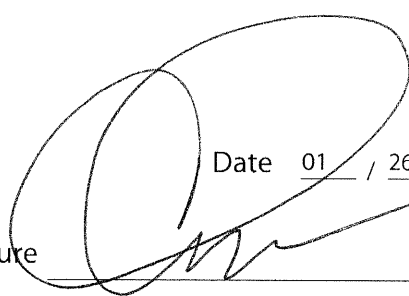
- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 114360
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
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- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

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For Fleet Services Use Only

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- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox 

Signature 

Date

12 / 29 / 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W1XX178485

Vehicle Identification Number

5788

Door Number

759306

License Plate Number

1999

Year

FORD

Make

CROWN VICTORIA

Model

WHITE

Color

UNASSIGNED

Driver Assigned to Vehicle

576

Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 107121
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT - VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature 

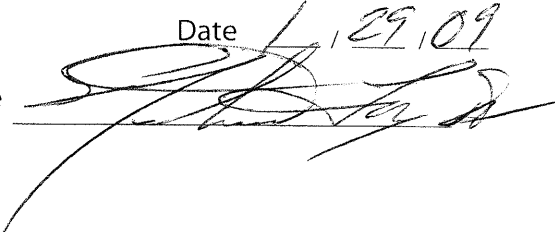
Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

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- ☒ Forward forms and reports to County Auditor's Office

Print Mike Fox 

Signature 

Date 1 / 29 / 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W81X193105			5794	
Vehicle Identification Number			Door Number	
103854	2001	FORD	CROWN VICTORIA	WHITE
License Plate Number	Year	Make	Model	Color
UNASSIGNED			576	
Driver Assigned to Vehicle			Department	

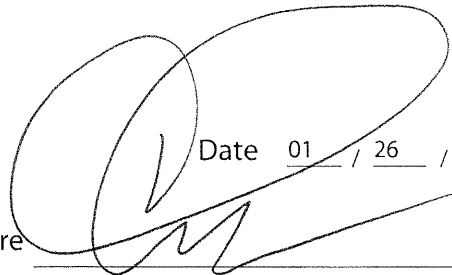
Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 109653
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT-VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

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- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts
- ☒ See explanation above
- Elected Official/Department Head/Authorized Staff**

Print CHARLIE SCAGGS

Signature 

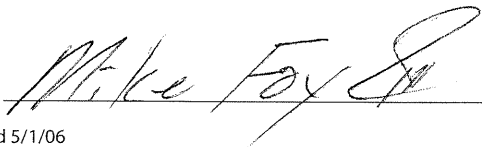
Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print



Signature

Date

1.29.09

Williamson County Vehicle Retirement Form

Identify Vehicle:

1FBJ531HXRHB19827
Vehicle Identification Number

5762
Door Number

660914 1994 FORD E350 VAN WHITE
License Plate Number Year Make Model Color

UNASSIGNED
Driver Assigned to Vehicle

210
Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 120430
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT-VEHICLES TO BE PICKED UP BY A
GRANT APPROVED DISMANTLER

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ SALE at the earliest auction
- ☐ TRADE-IN for new assets for the county
- ☐ DONATION to a non-county entity
- ☐ SALVAGE for parts
- ☒ See explanation above

Elected Official/Department Head/Authorized Staff

Date 01 / 26 / 09

Print GREG BERGERON

Signature

Greg Bergeron

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date

2, 3, 09

[Signature]

Spokes N Spurs

Commissioners Court - Regular Session

Date: 02/24/2009
 Submitted By: Grimes Kathy, Commissioner Pct. #2
 Department: Commissioner Pct. #2
 Agenda Category: Consent

Information

Agenda Item

Consider authorizing request for traffic control for "Spokes 'N Spurs" 5th annual benefit bicycle ride to be held on Saturday, March 14th, 2009.

Background

This is the 5th annual bicycle ride, benefiting Spririt Reins, a 501(c)(3) non-profit organization dedicated to providing hope and healing to at-risk youth, families in crisis, and foster families through creative, hands-on therapeutic programs combining the healing power of horses with the beauty of the Texas Hill Country. There are between 700 and 1,000 riders expected to attend the event. A safety plan has been established, including SAG (Suport and Gear) vehicles to cruise the routes to assist cyclists that may have mechanical trouble or need assistance. Officer Mike Gleason has reviewed the safety plan and is recommending four officers for the event. The previous events held have been successful and without incident.

Fiscal Impact

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

Attachments

Link: [Event maps](#)

Link: [One page summary](#)

Link: [Spokes N Spurs Details](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 02/18/2009 03:44 PM
 Final Approval Date: 02/19/2009



RIDE FOR THE RANCH

March 14, 2009

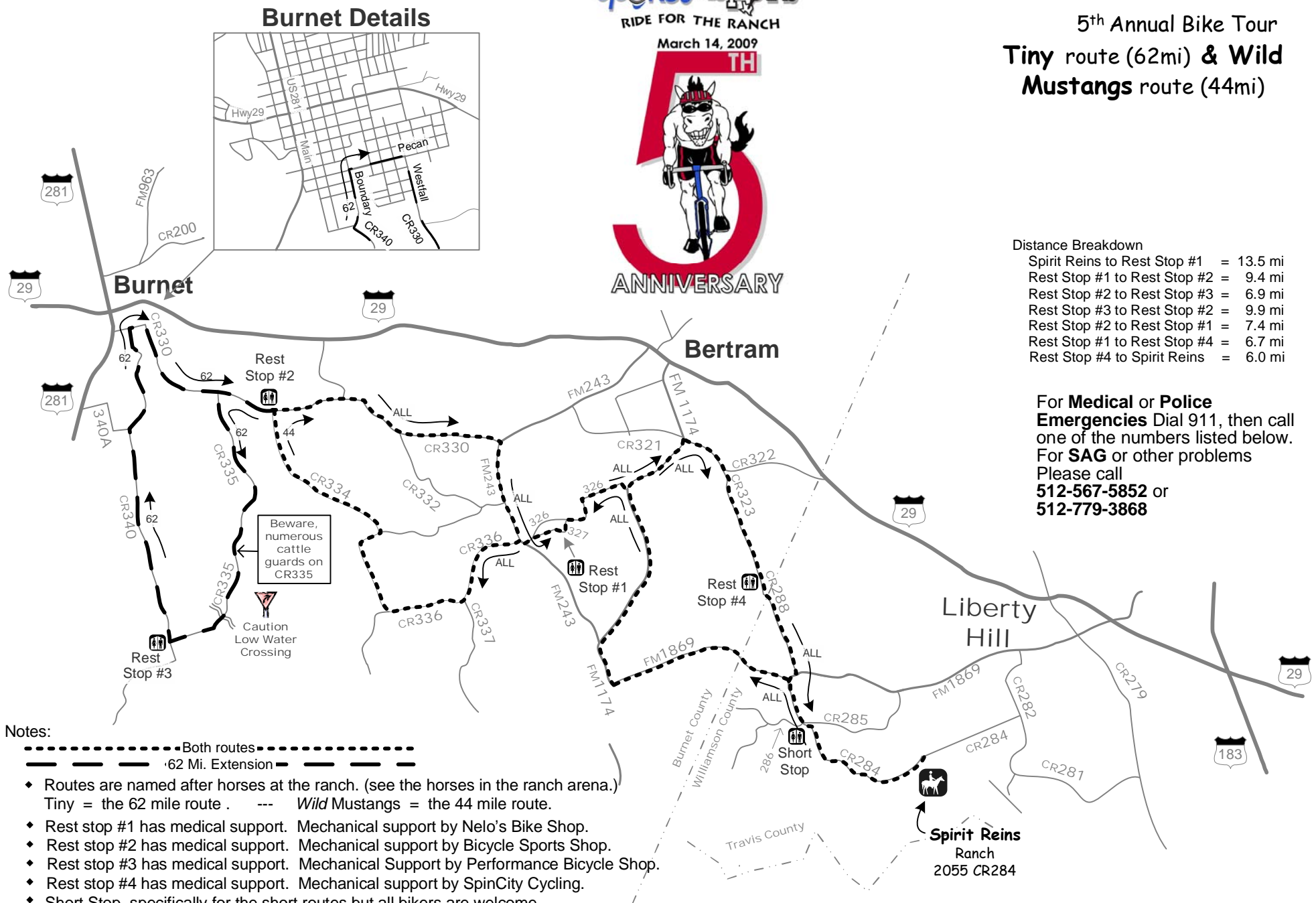


5th Annual Bike Tour Tiny route (62mi) & Wild Mustangs route (44mi)

Distance Breakdown

Spirit Reins to Rest Stop #1	= 13.5 mi
Rest Stop #1 to Rest Stop #2	= 9.4 mi
Rest Stop #2 to Rest Stop #3	= 6.9 mi
Rest Stop #3 to Rest Stop #2	= 9.9 mi
Rest Stop #2 to Rest Stop #1	= 7.4 mi
Rest Stop #1 to Rest Stop #4	= 6.7 mi
Rest Stop #4 to Spirit Reins	= 6.0 mi

**For Medical or Police
Emergencies** Dial 911, then call
one of the numbers listed below.
For SAG or other problems
Please call
512-567-5852 or
512-779-3868



Notes:

- Both routes -----
- 62 Mi. Extension -----
- ♦ Routes are named after horses at the ranch. (see the horses in the ranch arena.)
Tiny = the 62 mile route . --- Wild Mustangs = the 44 mile route.
- ♦ Rest stop #1 has medical support. Mechanical support by Nelo's Bike Shop.
- ♦ Rest stop #2 has medical support. Mechanical support by Bicycle Sports Shop.
- ♦ Rest stop #3 has medical support. Mechanical Support by Performance Bicycle Shop.
- ♦ Rest stop #4 has medical support. Mechanical support by SpinCity Cycling.
- ♦ Short Stop, specifically for the short routes but all bikers are welcome.
However, the stop may not be there when long distance riders return.
- ♦ Mechanical support at the ranch is provided by Performance Bicycle Shop and Bobby's Bikes.

Please be courteous, share the road and observe all Texas cycling rules.

Special thanks to our riders and supporters
for helping make Spokes 'N' Spurs a success.



5th Annual Bike Tour
**Flash (28mi), Hope (14mi)
& Napoleon (6mi) routes**



Distances (mi):

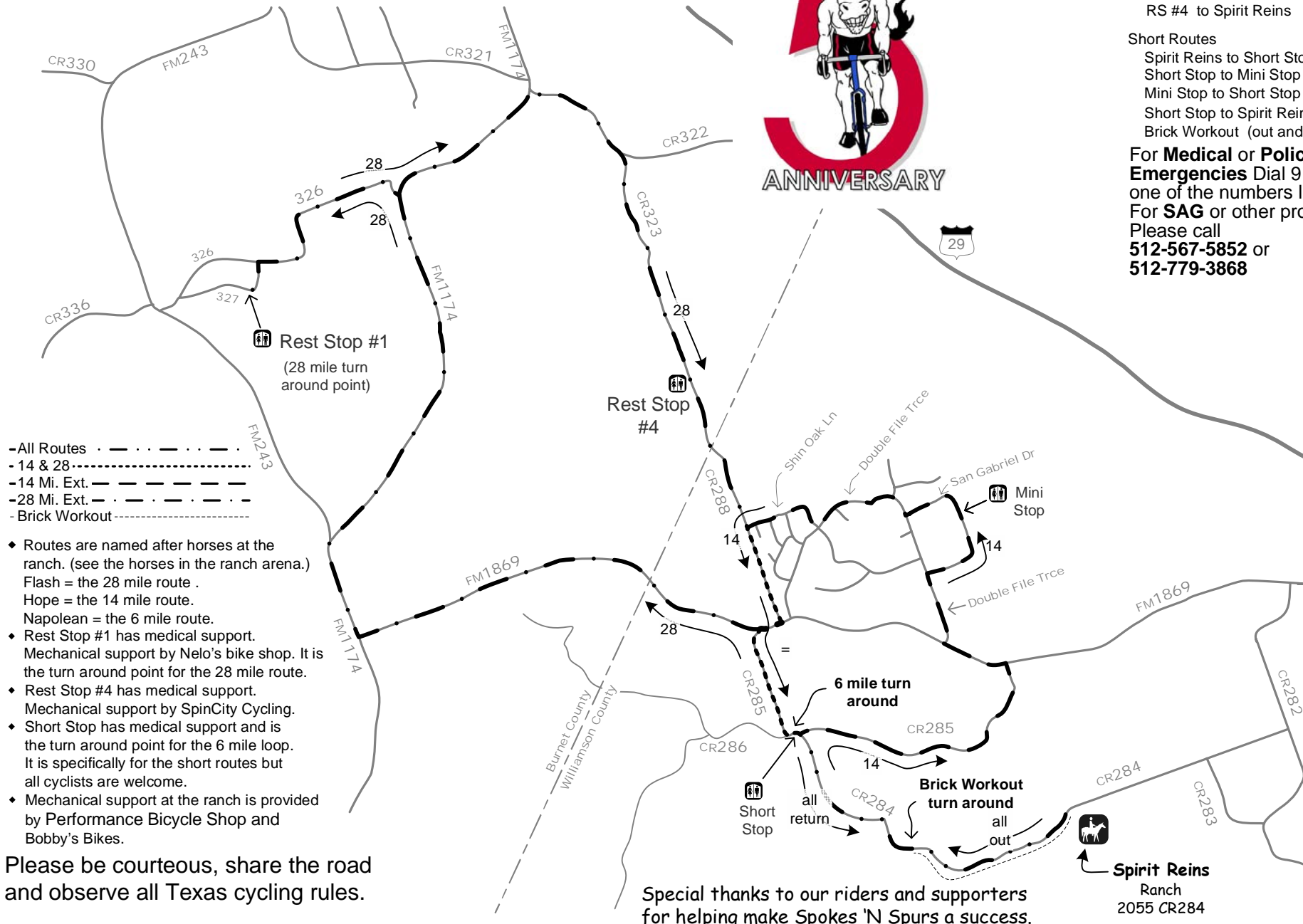
28 Mile Route

Spirit Reins to RS #1	13.5
RS #1 to RS #4	6.7
RS #4 to Spirit Reins	6.0

Short Routes

Spirit Reins to Short Stop	3.0
Short Stop to Mini Stop	4.2
Mini Stop to Short Stop	4.1
Short Stop to Spirit Reins	3.0
Brick Workout (out and back)	3.1

For **Medical or Police Emergencies** Dial 911, then call one of the numbers listed below.
For **SAG** or other problems
Please call
512-567-5852 or
512-779-3868



- All Routes
- 14 & 28
- 14 Mi. Ext.
- 28 Mi. Ext.
- Brick Workout

- ♦ Routes are named after horses at the ranch. (see the horses in the ranch arena.)
Flash = the 28 mile route.
Hope = the 14 mile route.
Napoleon = the 6 mile route.
- ♦ Rest Stop #1 has medical support.
Mechanical support by Nelo's bike shop. It is the turn around point for the 28 mile route.
- ♦ Rest Stop #4 has medical support.
Mechanical support by SpinCity Cycling.
- ♦ Short Stop has medical support and is the turn around point for the 6 mile loop. It is specifically for the short routes but all cyclists are welcome.
- ♦ Mechanical support at the ranch is provided by Performance Bicycle Shop and Bobby's Bikes.

Please be courteous, share the road and observe all Texas cycling rules.

Special thanks to our riders and supporters for helping make Spokes 'N Spurs a success.

Spirit Reins Ranch
2055 CR284

Spokes 'N Spurs fifth annual bike ride to benefit Spirit Reins

Short Summary:

Event: Spokes 'N Spurs 5th annual bicycle ride to benefit Spirit Reins

Date: Saturday March 14, 2009

Time: 8:30 AM to 2:30 PM

Number of participants: Estimated between 700 and 1000

Location: County roads between Liberty Hill and Burnet - See attached maps for routes.

Contacts:

Bill Hiebeler: 512-567-5852

Kristine Weixel: 512-779-3868

Details and more information:

We are pleased to announce our fifth annual Spokes 'N Spurs bicycle ride to benefit Spirit Reins, a non-profit organization in Liberty Hill dedicated to serving at-risk youth and families in crisis. For more information about Spirit Reins please visit our web site at <http://www.spiritreins.org>

The ride is on Saturday March 14, 2009. It starts at the Spirit Reins ranch, located at 2055 C.R. 284 in Liberty Hill, at 8:30 AM. Riders have an option of routes that are 6, 14, 28, 44, and 62 miles long. See the attached maps for the exact routes. We expect all riders to be back at the ranch by 2:30 PM. We are expecting between 700 and 1000 riders.

We will be putting up route marker signs early on the morning of the ride, and removing same when the ride is over that afternoon. We are filing form 2057 "Application for Use of Texas Right of Way for Temporary Signs for Special Events" with the Texas Department of Transportation (TxDOT) for these signs.

We have volunteers to staff rest stops, and SAG (Support and Gear) vehicles that will be driving the route to assist riders with mechanical or medical needs, as well as making a final sweep to make sure all riders are off the course at the end of the ride. We are pleased to also have medical first response support provided by the Motorcycle Special Events Team (MSET), and HAM radio communication provided by the Williamson County Amateur Radio Club.

I am the head of the safety committee for the ride. I appreciate your support. If you have any questions or comments, please contact me:

Bill Hiebeler, Spokes 'N Spurs Safety Chair: 512-567-5852.

Alternate contacts:

Kristine Weixel, Lead Coordinator of Spokes 'N Spurs: 512-779-3868

Rhonda Smith, Executive Director of Spirit Reins: 512-585-0845

Greetings County Commissioner Long, and Ms Grimes,

We are planning our fifth annual benefit bicycle ride, called Spokes 'N Spurs, on Saturday March 14, 2009. We are seeking authorization from your office to hold our event and to hire two or three Williamson County Sheriff deputies to assist with traffic control at the start of our ride.

First, let me give you a brief history of our ride:

Spoke 'N Spurs is a fund raiser event for Spirit Reins, a 501(c)(3) non-profit organization dedicated to providing hope and healing to at-risk youth, families in crisis, and foster families, through creative, hands-on therapeutic programs combining the healing power of horses with the beauty of the Texas Hill Country. You can find more information on the mission and purpose of Spirit Reins on our web site at www.spiritreins.org. Spirit Reins is located at 2055 C.R. 284 in Liberty Hill.

We had our first benefit bicycle ride in March 2005, with 278 riders. In 2006 it grew to 414 riders, and in 2007 and 2008 we had between 600 and 700 riders. We have consistently had very positive feedback from our participants, and we have gained a reputation as one of the best rides in the Central Texas area. This year we anticipate between 700 and 1000 riders.

We have five different ride routes for our riders, with distances of 6 miles (a child-friendly family ride), 14 miles, 28 miles, 44 miles, and 62 miles. I have attached to this e-mail a PDF file containing maps of our routes. I have also attached an information sheet about our ride, in a Wordpad rich text (RTF) document.

This year our ride will be on Saturday, March 14, from 8:30 AM to 2:30 PM.

A summary of the safety steps we take for our ride:

The safety of our participants, as well as the safety of everyone in the area of our event, is our top priority. We post signs several days before our event to notify residents and motorists in the area of the date of our event. During the event, we post volunteers at every road intersection on the courses to assist riders to make the correct turn, and to warn riders of oncoming traffic on the road they are approaching. The volunteers are instructed that they do not have the authority to stop or direct vehicular traffic, and are there only to assist the bicycle riders in safely negotiating the intersection.

We have SAG vehicles (SAG stands for "Support and Gear") which cruise the routes to assist any cyclists that may have mechanical trouble or need any assistance along the ride, including transporting them to a rest stop or back to the ranch if they do not wish to, or are unable to, complete the ride for any reason. The SAG vehicles also sweep the route to make sure all riders are off the course at the end of the event.

The Williamson County Amateur Radio Club provides radio communication for our event, with a licensed HAM radio operator at the ranch, at each rest stop, and in each SAG vehicle. We also have medical first response support provided by the Motorcycle Special Events Team (MSET). These trained medical emergency first responders all have HAM radio communication onboard as well. Both radio networks have a base station at the ranch to coordinate all communication over the entire course and event. I am the safety chair of the event, and sit with the radio base station operators to oversee the event and make any safety-related decisions that may become necessary. This system has worked extremely well for us, giving us the ability to respond very quickly to any rider's need on the course. We are happy to say that all of these needs have been very minor, such as flat tires, broken spokes, sprained ankles, scraped knees, rider fatigue, and the like.

A few weeks before each event, I contact by telephone all the local law enforcement and emergency services organizations throughout the area that the course covers to notify them of the event, and follow up by sending them the details of our event and the course maps. I also work with Monique Trevino, Special Projects Coordinator for TxDot, Austin District, to fulfill all the requirements that TxDot has for bicycle ride events like ours.

And now to the reason for my request to your office:

Because our ride has grown, last year we decided to enlist the services of the Williamson County Sheriff's department to help with traffic control at our starting point, 2055 C.R. 284, south of Liberty Hill. We sought and obtained the Williamson County Commissioners Court's approval to do this. We divide the riders up into groups based on the course length they plan to ride, starting with the longest distance riders first because they tend to be the fastest riders.

The first group starts at 8:30, with each subsequent group starting a few minutes after the previous group has left the ranch gate. So we will have close to 1000 bicycles entering onto County Road 284 in a 30 to 45 minute period of time. The sheriff department deputies were a tremendous help in assuring that the start went very smoothly and safely. As we did last year, we would like to have Williamson County Sheriff deputies with patrol cars stationed on each side of the starting entrance onto CR 284 to improve the visibility for any approaching motorists. We would like to ask the deputies to stop approaching vehicles while each wave of bicycles leaves the ranch gate and enters CR 284. We feel that this will improve safety at this key point in our ride. It will also be more comfortable for our riders as they will not have to stop before entering the road to wait for approaching traffic. We will also use the services of the deputies as our riders arrive (by car) before the start of the event, since this will create significant traffic into the ranch between 7:00 and 8:30. We do not plan to actually stop any traffic for this. After the start of the event we will have the deputies move to certain key intersections to assist with traffic control and enhance safety.

Of course, we leave all traffic control decisions up to the deputies. Our expectation is that they would stop any approaching traffic for 3 to 5 minutes while each group of bicyclists leaves the ranch, and then let that traffic proceed before the next group starts. Based on past experience, this is likely to affect only a few motorists because of the low traffic volume we typically see at that time on a Saturday morning. We would not actually be closing any part of CR 284, but I understand that you consider any stopping of traffic a road closure, so we wish to seek your authorization to do this. We will comply with any and all requirements you may have for this. We would expect the deputies to stop our riders immediately if there were to be any emergency vehicles approaching on CR 284, or if any motorist expressed an urgent need to proceed. Again, the deputies will make all such decisions.

I have spoken with Lt. Gleason and Virginia Johnson of the Williamson County Sheriff Department, and they have explained that by hiring deputies specifically for our event we can be assured that they will be available for our event. They have explained to me the hourly charges and process for hiring these deputies, as well as that we need to get authorization from the County Commissioners before they can make these arrangements.

Please let me know if there is any additional information you would like from me, and what the rest of the process is for obtaining the necessary approval and authorization from the County Commissioner's office to proceed with our plans and make arrangements with the Williamson County Sheriff's department.

Thank you very much for your time and consideration.

Bill Hiebeler
Spokes 'N Spurs Safety Chair
512-567-5852

Copy of the attached info document:

Spokes 'N Spurs fifth annual bike ride to benefit Spirit Reins

Short Summary:

Event: Spokes 'N Spurs 5th annual bicycle ride to benefit Spirit Reins

Date: Saturday March 14, 2009

Time: 8:30 AM to 2:30 PM

Number of participants: Estimated between 700 and 1000

Location: County roads between Liberty Hill and Burnet - See attached maps for routes.

Contacts:

Bill Hiebeler: 512-567-5852
Kristine Weixel: 512-779-3868

Details and more information:

We are pleased to announce our fifth annual Spokes 'N Spurs bicycle ride to benefit Spirit Reins, a non-profit organization in Liberty Hill dedicated to serving at-risk youth and families in crisis. For more information about Spirit Reins please visit our web site at <http://www.spiritreins.org>

The ride is on Saturday March 14, 2009. It starts at the Spirit Reins ranch, located at 2055 C.R. 284 in Liberty Hill, at 8:30 AM. Riders have an option of routes that are 6, 14, 28, 44, and 62 miles long. See the attached maps for the exact routes. We expect all riders to be back at the ranch by 2:30 PM. We are expecting between 700 and 1000 riders.

We will be putting up route marker signs early on the morning of the ride, and removing same when the ride is over that afternoon. We are filing form 2057 "Application for Use of Texas Right of Way for Temporary Signs for Special Events" with the Texas Department of Transportation (TxDOT) for these signs.

We have volunteers to staff rest stops, and SAG (Support and Gear) vehicles that will be driving the route to assist riders with mechanical or medical needs, as well as making a final sweep to make sure all riders are off the course at the end of the ride. We are pleased to also have medical first response support provided by the Motorcycle Special Events Team (MSET), and HAM radio communication provided by the Williamson County Amateur Radio Club.

I am the head of the safety committee for the ride. I appreciate your support. Please feel free to provide any suggestions or ideas you may have to help make this a safe event for everybody involved.

If you have any questions or comments, please contact me:

Bill Hiebeler, Spokes 'N Spurs Safety Chair: 512-567-5852.

Alternate contacts:

Kristine Weixel, Lead Coordinator of Spokes 'N Spurs: 512-779-3868

Rhonda Smith, Executive Director of Spirit Reins: 512-585-0845

Preliminary Plat Approval
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary plat approval of the Resubdivision of the Amended Plat of an Amending Plat of Lot 1A, Calder Subdivision and Lot 53, Estates of Westlake, Pct. 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Subdivision Folders/Calder Subdivision](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 02/18/2009 03:17 PM
Final Approval Date: 02/19/2009

PRELIMINARY PLAT OF: RESUBDIVISION OF THE AMENDED PLAT OF AN AMENDING PLAT OF LOT 1A, CALDER SUBDIVISION AND LOT 53, ESTATES OF WESTLAKE

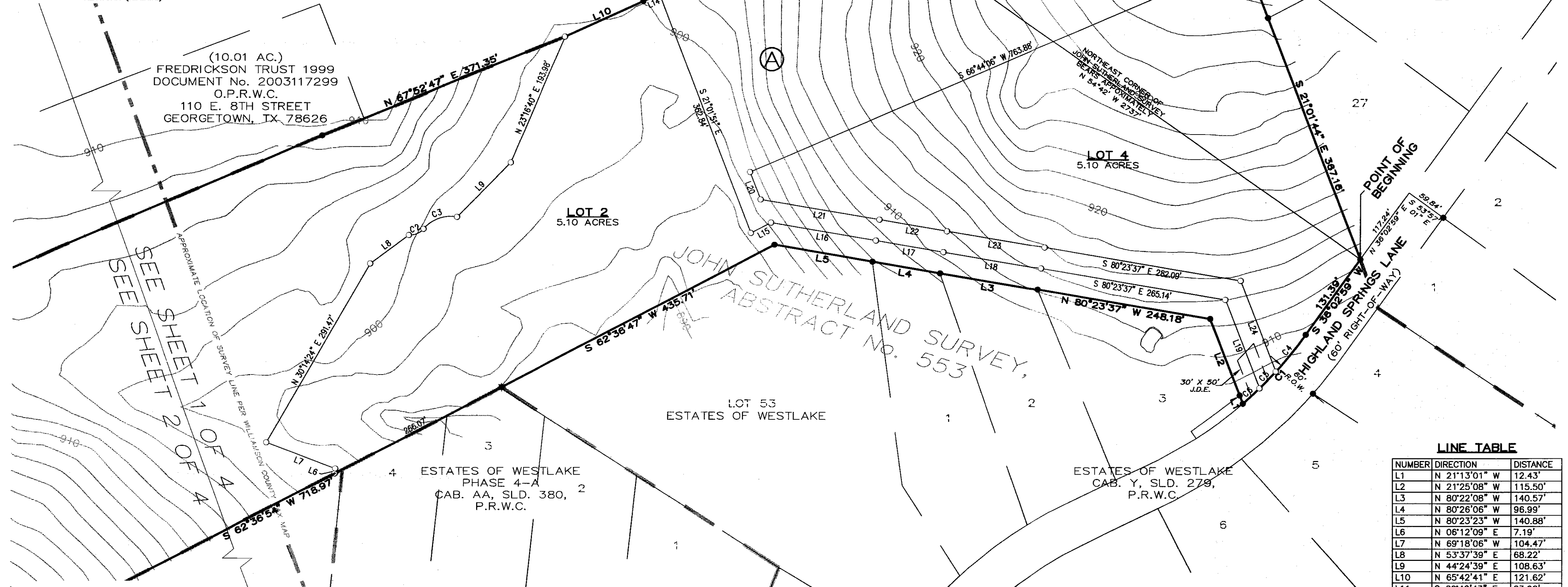
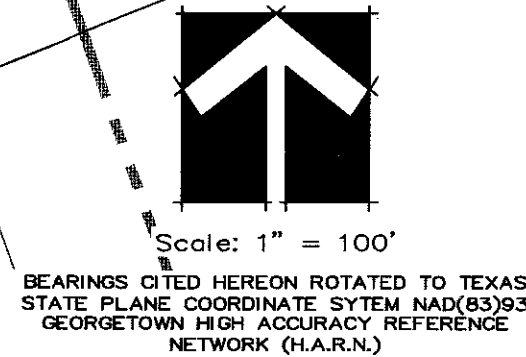
38.02 ACRES OUT OF THE JOHN SUTHERLAND SURVEY,
ABSTRACT No. 553 & THE CATHERINE JOYNER SURVEY,
ABSTRACT No. 820 IN WILLIAMSON COUNTY, TEXAS

(30 AC.)
TIMOTHY S. MUNDAHL, et ux.
DOCUMENT No. 9827931
O.R.W.C.
305 MARQUESA TRAIL
GEORGETOWN, TX 78633

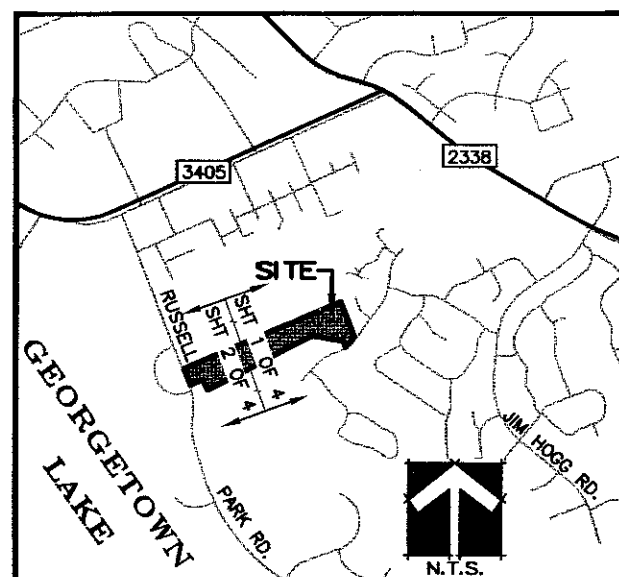
(21.009 AC.)
BOBBY FREDRICKSON, TRUSTEE OF THE
BOBBY FREDRICKSON 1999 TRUST
DOCUMENT No. 2005091842
O.P.R.W.C.
110 E. 8TH STREET
GEORGETOWN, TX 78626

(10.01 AC.)
FREDRICKSON TRUST 1999
DOCUMENT No. 2003117299
O.P.R.W.C.
110 E. 8TH STREET
GEORGETOWN, TX 78626

THE WOODS OF FOUNTAINWOOD
PHASE 2
25 CAB. U, SLD. 260,
P.R.W.C.



VICINITY MAP



TOTAL ACRES: 38.02 ACRES
NO. OF LOTS: 4 LOTS
NO. OF BLOCKS: 1
AREA OF SMALLEST LOT: 5.10 ACRES

OWNER: NAMASTE HOLDING, LLC.
P.O. BOX 1134
GEORGETOWN, TX 78627
SURVEYOR: CASTLEBERRY SURVEYING, LTD.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78628
(512) 930-1600 / (512) 930-9389 fax
ENGINEER: COULTER ENGINEERING
595 ROUND ROCK WEST DRIVE, STE 101
ROUNDROCK, TX 78681
(512) 248-1800 / (512) 248-9903 fax

GENERAL NOTES:

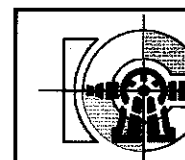
1. THE BEARINGS SHOWN HEREON ARE ROTATED TO THE STATE PLANE COORDINATES (NAD 83\93 TEXAS CENTRAL ZONE);
2. ELEVATION ON BENCHMARK BASED ON NAVD88
3. CONTOURS SHOWN HEREON PROVIDED BY COULTER ENGINEERING.

LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
*	COTTON SPINDLE FOUND
(A)	BLOCK DESIGNATION
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE
J.D.E.	JOINT DRIVEWAY EASEMENT
D.R.W.C.	DEED RECORDS WILLIAMSON CO.
O.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
P.R.W.C.	PLAT RECORDS WILLIAMSON CO.

CURVE TABLE				
NUMBER	DELTA	RADIUS	ARC	CHORD
C1	13°14'03"	570.00	131.66	131.37
C2	53°33'52"	25.00	23.37	22.53
C3	60°24'38"	50.00	52.72	50.31
C4	06°41'16"	570.00	66.53	66.50
C5	03°18'36"	570.00	32.93	32.92
C6	03°14'11"	570.00	32.20	32.19

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 21°13'01" W	12.43'
L2	N 21°25'08" W	115.50'
L3	N 80°22'08" W	140.57'
L4	N 80°26'06" W	96.99'
L5	N 80°23'23" W	140.88'
L6	N 06°12'09" E	7.19'
L7	N 69°18'06" W	104.47'
L8	N 53°37'39" E	68.22'
L9	N 44°24'39" E	108.63'
L10	N 65°42'41" E	121.62'
L11	S 20°40'43" E	23.92'
L12	S 21°01'26" E	174.19'
L13	S 21°01'51" E	173.24'
L14	N 66°44'06" E	25.07'
L15	N 62°36'47" E	32.25'
L16	S 80°23'23" E	150.90'
L17	S 80°26'06" E	97.00'
L18	S 80°22'08" E	140.58'
L19	S 21°25'08" E	133.33'
L20	S 21°01'51" E	42.13'
L21	S 80°23'23" E	171.04'
L22	S 80°26'06" E	96.99'
L23	S 80°22'08" E	140.61'
L24	S 21°25'08" E	136.73'



Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600 / (512) 930-9389 fax
www.castleberrysurveying.com

SHEET

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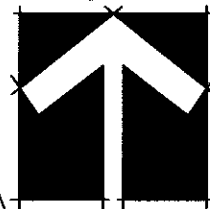
OF 4

DRAWING FILE: R:\2008_PROJECTS\80169 Calder Subdivision - Amend Plat\PLAT\ 80169_CALDER_REPLAT_PRELIM_20090130.dwg Feb 13, 2009 - 9:50 am Allen

PRELIMINARY PLAT OF:
**RESUBDIVISION OF THE AMENDED PLAT OF AN
AMENDING PLAT OF LOT 1A, CALDER SUBDIVISION
AND LOT 53, ESTATES OF WESTLAKE**

38.02 ACRES OUT OF THE JOHN SUTHERLAND SURVEY,
ABSTRACT No. 553 & THE CATHERINE JOYNER SURVEY,
ABSTRACT No. 820 IN WILLIAMSON COUNTY, TEXAS

(21.009 AC.)
BOBBY FREDRICKSON, TRUSTEE OF THE
BOBBY FREDRICKSON 1999 TRUST
DOCUMENT No. 20050191842
O.P.R.W.C.
110 E. 8TH STREET
GEORGETOWN, TX 78626



Scale: 1" = 100'

BEARINGS CITED HEREON ROTATED TO TEXAS
STATE PLANE COORDINATED SYSTEM NAD(83)93
GEORGETOWN HIGH ACCURACY REFERENCE
NETWORK (H.A.R.N.)

(10.01 AC.)
FREDRICKSON TRUST 1999
DOCUMENT No. 2003117299
O.P.R.W.C.
110 E. 8TH STREET
GEORGETOWN, TX 78626

CATHERINE JOYNER SURVEY,
ABSTRACT No. 820

LOT 1
22.70 ACRES

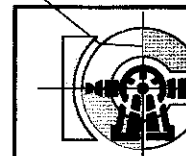
(20.051 AC.)
LAKE GEORGETOWN, INC.
DOCUMENT No. 2005059987
O.P.R.W.C.
P.O. BOX 1134
GEORGETOWN, TX 78627

(TRACT 1)
NAMASTE HOLDINGS, LC, A TEXAS
LIMITED LIABILITY COMPANY
DOCUMENT No. 2007071786
O.P.R.W.C.
P.O. BOX 1134
GEORGETOWN, TX 78627

(LOT TWO (2))
KOSHY K. VARGHESE,
et. al.
DOCUMENT No.
2005059987
O.P.R.W.C.
645 COUNTY ROAD 262
GEORGETOWN, TX
78628

(17.365 AC.)
STEVEN D. KNIGHT
DOCUMENT No. 2008026005
O.P.R.W.C.
419 ALLEN CIRCLE
GEORGETOWN, TEXAS 78627

G. B. MAYHALL SURVEY,
ABSTRACT No. 821



Castleberry Surveying, Ltd.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com

SHEET

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OF 4

PRELIMINARY PLAT OF:

RESUBDIVISION OF THE AMENDED PLAT OF AN
AMENDING PLAT OF LOT 1A, CALDER SUBDIVISION
AND LOT 53, ESTATES OF WESTLAKE

38.02 ACRES OUT OF THE JOHN SUTHERLAND SURVEY,
ABSTRACT No. 553 & THE CATHERINE JOYNER SURVEY,
ABSTRACT No. 820 IN WILLIAMSON COUNTY, TEXAS

38.02 ACRES

All that certain tract or parcel of land situated in Williamson County, Texas out of the John Sutherland Survey, Abstract No. 553, Williamson County, Texas and being a portion of that tract described as Lot 1A, of the Resubdivision of the Amended Plat of an Amending Plat of Lot 1, Calder Subdivision and Lot 53, Estates of Westlake a subdivision in Williamson County, Texas as recorded in Cabinet EE, Slide 319, Plat Records of Williamson County, Texas and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin found in the north line of Highland Spring Lane (60 foot right-of-way) and in the west line of The Woods of Fountainwood Phase 2, a subdivision in Williamson County, Texas as recorded in Cabinet U, Slide 260, of said Plat Records, for the southwest corner of Lot 27 of said The Woods of Fountainwood Phase 2, and for the northeast corner of the Estates of Westlake as Recorded in Cabinet Y, Slide 279, of said Plat Records and for the southeast corner of said Lot 1A and this tract;

THENCE, with the south line of said Lot 1A in the following ten (10) courses:

1. S 36°02'59" W 131.39 feet with the north line of said Highland Spring Lane and said Estates of Westlake to a 1/2" iron pin found;
2. 131.66 feet along a curve to the right and concave to the northwest ($\Delta = 13^\circ 14' 03"$, $r = 570.00$ feet, lc bears S 42°31'40" W 131.37 feet) continuing with the north line of said Highland Spring Lane and said Estates of Westlake to a 1/2" iron pin found for the southeast corner of the Mail Box Lot, of said Estates of Westlake;
3. N 21°13'01" W 12.43 feet continuing with the north line of said Estates of Westlake and with the east line of said Mail Box Lot to a 1/2" iron pin found for the southeast corner of Lot 3 of said Estates of Westlake for the northeast corner of said Mail Box Lot ;
4. N 21°25'08" W 115.50 feet continuing with the north line of said Estates of Westlake and the east line of said Lot 3 to a 1/2" iron pin found for the northeast corner of said Lot 3;
5. N 80°23'37" W 248.18 feet continuing with the north line of said Estates of Westlake and the north line of said Lot 3 to a 1/2" iron pin found for the northeast corner of Lot 2 of said Estates of Westlake and for the northwest corner of said Lot 3;
6. N 80°22'08" W 140.57 feet continuing with the north line of said Estates of Westlake and the north line of said Lot 2 to a 1/2" iron pin found for the northeast corner of Lot 1 of said Estates of Westlake and for the northwest corner of said Lot 2;
7. N 80°26'06" W 96.99 feet continuing with the north line of said Estates of Westlake and the north line of said Lot 1 to a 1/2" iron pin found for the northeast corner of Lot 53 of said Amended Plat of an Amending Plat of Lot 1, Calder Subdivision and Lot 53, Estates of Westlake;
8. N 80°23'23" W 140.88 feet with the north line of said Lot 53 to a 1/2" iron pin found;
9. S 62°36'47" W 435.71 feet continuing with the north line of said Lot 53 to a cotton spindle found for the most northerly northeast corner of Lot 3 of the Estates of Westlake Phase 4-A, a subdivision in Williamson County, Texas, as recorded in Cabinet AA, Slide 380, of said Plat Records and for the northwest corner of said Lot 53;
10. S 62°36'54" W with the north line of said Estates of Westlake Phase 4-A, at approximately 254.02 feet passing the northeast corner of the remainder of that tract described as 20.051 acres in a Warranty Deed granted to Lake Georgetown, Inc. and recorded as Document No. 2005059987, Official Public Records of Williamson County, Texas, in all 718.97 feet to a 1/2" iron pin with an orange plastic cap inscribed found for an angle point of that tract described as Tract 1: 37.012 acres in a General Warranty Deed granted to NAMASTE Holdings, LLC, a Texas limited liability company, and recorded as Document No. 2007071786 of said Official Public Records and for the northwest corner of said Lake Georgetown tract;
11. S 61°18'48" W 313.03 feet with the north line of said NAMASTE tract to a 1/2" iron pin found;
12. S 63°10'57" W with the north line of said NAMASTE tract at approximately 682.33 feet passing the northeast corner of that tract described as 17.365 acres in a Cash Warranty Deed granted to Steven D. Knight, et. al., and recorded as Document No. 2008026005, of said Official Public Records and for the northwest corner of said NAMASTE tract, in all 834.11 feet to a 1/2" iron pin found for the southeast corner of Lot 2 of the Calder Subdivision, a subdivision in Williamson County, Texas as recorded in Cabinet BB, Slide 37, of said Plat Records and for the southwest corner of said Lot 1A and this tract;

THENCE, with the west line of said Lot 1A and this tract in the following three (3) courses:

1. N 28°42'30" W 227.31 feet with the east line of said Lot 2 for the northeast corner of said Lot 2;
2. S 66°34'16" W 252.85 feet with the north line of said Lot 2 to a 1/2" iron pin found in the east margin of County Road 262 (a.k.a Russell Park Road with a 79 foot right-of-way) for the northwest corner of said Lot 2;
3. N 21°19'16" W 335.93 feet with the east margin of said County Road 262 to a 1/2" iron pin found for the southwest corner of that tract described as 10.01 acres in a Warranty Deed granted to Fredrickson Trust 1999 and recorded as Document No. 2003117299 of said Official Public Records and for the northwest corner of said Lot 1A and this tract;

THENCE, with the north line of said Lot 1A and this tract in the following four (4) courses:

1. N 66°45'40" E 2030.76 feet with the south line of said Fredrickson Trust 1999 tract to a 1/2" iron pin found;
2. N 67°52'47" E continuing with the south line of said Fredrickson Trust 1999 tract at approximately 63.70 feet passing the external ell corner of that tract described as 21.009 acres in a Warranty Deed granted to Bobby Fredrickson, Trustee of the Bobby Fredrickson 1999 Trust and recorded as Document No. 2005091842, in all 371.35 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set
3. N 65°42'41" E 121.62 feet with the south line of said Bobby Fredrickson Trust tract to a 1/2" iron pin found;
4. N 66°44'06" E with the south line of said Bobby Fredrickson Trust tract at approximately 74.45 feet passing the southwest corner of that tract described as 30 acres in a Warranty Deed with Vendor's Lien granted to Timothy S. Mundahl, et ux., recorded as Document No. 9827931, Official Records of Williamson County, Texas and the southeast corner of said Bobby Fredrickson Trust tract in all 819.14 feet to a 1/2" iron pin found in the west line of said The Woods of Fountainwood Phase 2 for the northeast corner of this tract;

THENCE, with the west line of said The Woods of Fountainwood Phase 2 and with the east line of said Lot 1 in the following three (3) courses:

1. S 20°40'43" E 23.92 feet to a 1/2" iron pin found;
2. S 21°01'26" E 174.19 feet to a 1/2" iron pin found;
3. S 21°01'51" E 173.24 feet to a 1/2" iron pin found;
4. S 21°01'44" E 367.16 feet to the point of Beginning and containing 38.02 acres of land.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 21°13'01" W	12.43'
L2	N 21°25'08" W	115.50'
L3	N 80°22'08" W	140.57'
L4	N 80°26'06" W	96.99'
L5	N 80°23'23" W	140.88'
L6	N 06°12'09" E	7.19'
L7	N 69°18'06" W	104.47'
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L19	S 21°25'08" E	133.33'
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L22	S 80°26'06" E	96.99'
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CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	13°14'03"	570.00	131.66	131.37	S 42°31'40" W
C2	53°33'52"	25.00	23.37	22.53	N 66°50'34" E
C3	60°24'38"	50.00	52.72	50.31	N 70°16'09" E
C4	06°41'16"	570.00	66.53	66.50	S 39°15'17" W
C5	03°18'36"	570.00	32.93	32.92	S 44°15'13" W
C6	03°14'11"	570.00	32.20	32.19	S 47°31'36" W



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SHEET

3

OF

4

PRELIMINARY PLAT OF:

RESUBDIVISION OF THE AMENDED PLAT OF AN AMENDING PLAT OF LOT 1A, CALDER SUBDIVISION AND LOT 53, ESTATES OF WESTLAKE

38.02 ACRES OUT OF THE JOHN SUTHERLAND SURVEY,
ABSTRACT No. 553 & THE CATHERINE JOYNER SURVEY,
ABSTRACT No. 820 IN WILLIAMSON COUNTY, TEXAS

OWNER'S CERTIFICATION:

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
§KNOW ALL MEN BY THESE PRESENTS;

THAT I, _____ OWNER(S) OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN AN AFFIDAVIT RECORDED AS DOCUMENT NO. 2007071786 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **RESUBDIVISION OF THE AMENDED PLAT OF AN AMENDING PLAT OF LOT 1A, CALDER SUBDIVISION AND LOT 53, ESTATES OF WESTLAKE.**

I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER, NOT THE COUNTY'S RESPONSIBILITY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NAMASTE HOLDING, LLC.
P.O. BOX 1134
GEORGETOWN, TX, 78627

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE _____ DAY OF _____, 20____, PERSONALLY APPEARED _____, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES _____

OWNERS RESPONSIBILITY:

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

ROAD WIDENING:

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL A ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

LIEN FREE RIGHT OF WAY:

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

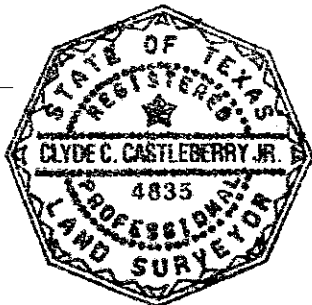
SURVEYOR'S CERTIFICATION:

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
§KNOW ALL MEN BY THESE PRESENTS;

I, CLYDE C. CASTLEBERRY, JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

THE PERIMETER FIELD NOTES SHOWN HEREON HAVE A MATHEMATICAL CLOSURE WITHIN THE STANDARDS AS STATED IN THE "PROFESSIONAL LAND SURVEYING ACT" OF THE STATE OF TEXAS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLYDE C. CASTLEBERRY, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835
STATE OF TEXAS

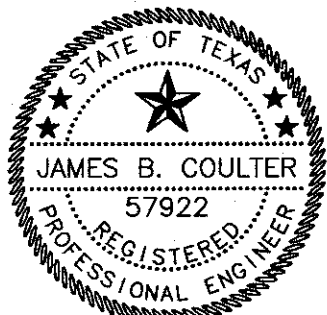


ENGINEER'S CERTIFICATION:

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
§KNOW ALL MEN BY THESE PRESENTS;

I, JAMES B. COULTER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND NO LOT WITHIN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY-PANEL NUMBER 48491C0275 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

JAMES B. COULTER DATE
REGISTERED PROFESSIONAL ENGINEER NO. 57922
STATE OF TEXAS



Coulter Engineering
CIVIL ENGINEERS
595 ROUND ROCK WEST DRIVE, STE. 101
ROUND ROCK, TEXAS 78681
(512) 248-1800 VOICE
(512) 248-9903 FAX

PLAT NOTES:

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
3. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY CHISHOLM TRAIL S.U.D. AND O.S.S.F.
4. NO STRUCTURE OR LAND ON THIS BLUE-LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
5. NO DEVELOPMENT SHALL BEGIN PRIOR TO ISSUANCE OF A FLOOD PLAIN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR FOR EACH LOT SPECIFIED.
6. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS BLUE LINE (SURVEY), AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTENT OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
7. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
8. THIS TRACT LIES WHOLLY IN THE COUNTY OF WILLIAMSON AND IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE (EARZ).
9. CONTOUR ELEVATIONS SHOWN HEREON BASED ON DATA OBTAINED FROM COULTER ENGINEERING.
10. ON-SITE SEWAGE FACILITY (O.S.S.F.) MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
11. DRIVEWAY ACCESS TO HIGHLAND SPRINGS LANE FOR LOTS 1 & 2 SHALL BE LIMITED TO 1 (ONE) DRIVEWAY LOCATED WITHIN THE JOINT DRIVEWAY EASEMENT.

MAIL BOXES:

WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

WILLIAMSON COUNTY 911 ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS _____ DAY OF _____ 20____ A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

HEALTH DISTRICT:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY PRIVATE SEWAGE FACILITY REGULATIONS, CONSTRUCTION STANDARDS FOR ON SITE SEWAGE FACILITY REGULATIONS (TCEQ), FLOODPLAIN MANAGEMENT REGULATIONS FOR WILLIAMSON COUNTY, REGULATIONS OF THE EDWARDS AQUIFER CHAPTER 313 SUBCHAPTER A SS131.1-313.15. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES

DATE

COUNTY JUDGE'S APPROVAL:

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
§KNOW ALL MEN BY THESE PRESENTS;

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE APPROVED

DATE SIGNED

COUNTY CLERK'S APPROVAL:

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
§KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, _____M., AND DULY RECORDED THIS THE DAY OF _____, 20____, A.D., AT _____ O'CLOCK, _____M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET _____, SLIDE _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY



Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 - Georgetown, Texas 78626
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com

SHEET

4 OF 4

Capital Area Housing Finance Corporation Update
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation and update on Capital Area Housing Finance Corporation.

Background

Capital Area Housing Finance Corporation (CAHFC) was created in 1981 to assist in meeting the housing needs of low and moderate income families in Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson Counties, as well as the City of San Marcos. CAHFC provides both single family ownership and multi-family rental opportunities to persons meeting certain income requirements. They provide down payment assistance programs for first time homebuyers to assist families in achieving the goal of homeownership. Board President, Greg Boatright and Capital Area Housing Finance Corporation's Executive Director, Jim Shaw will give the Court an update on projects in Williamson County and the current national housing crisis.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy Started On: 02/04/2009 02:32 PM

Final Approval Date: 02/04/2009

Huggins/Seiler Supplemental #1 to Reagan, Ph. 4 PSA
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Huggins/Seiler & Associates, LP Supplemental #1 to their Reagan Blvd., Phase 4 Professional Service Agreement (PSA) adding the FM 1460 (Old Settlers Blvd. to University) project.

Background

The FM 1460 (Old Settlers Blvd. to University) project would be its own Work Authorization #2 also attached. No additional money was added to base contract. Task 1 - Lump Sum Amount was discussed with County Auditor and Attorney's offices.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Huggins-Seiler Supp.1 to PSA](#)

Link: [Huggins-Seiler WA2 for FM 1460](#)

Form Routing/Status

Form Started By: Marie Walters Started On: 02/19/2009 11:17 AM
Final Approval Date: 02/19/2009

Project Name: _____

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Huggins/Seiler & Associates, LP (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on December 9, 2008;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to \$ 1,000,000.00 ; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$ 1,000,000.00 ; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$ 1,000,000.00 to \$ 1,000,000.00.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$ 1,000,000.00 to \$ 1,000,000.00.
- III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.
- IV. The duties of the Engineer are revised to include design services for the FM 1460 (Old Settlers Blvd. to University) project.

Project Name: _____

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

ENGINEER:

By: Billy L. Huggins
Signature

Billy L. Huggins
Printed Name

President
Title

2-18-09
Date

COUNTY:

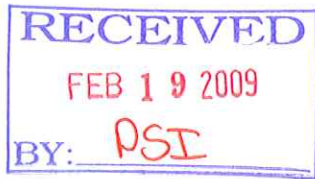
By: _____
Signature

Dan A Gattis
Printed Name

County Judge
Title

Date

2-19-09



Project Name: _____

ATTACHMENT A

WORK AUTHORIZATION NO. 2

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 Huggins/Seiler & Associates, LP (*the "Engineer"*).

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

Task 1. The development of a 60% PS&E, revised design schematic and all related plans and documents for FM 1460 from north of University Blvd to north of Old Settlers Blvd.

Estimated cost \$162,538.20

Task 2. The development of complete PS&E and all related plans and documents for FM 1460 from north of University Blvd to north of Old Settlers Blvd.

Estimated cost \$191,670.80.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$354,209.00.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization as defined in Task 1 shall be lump sum. Payment for services established under this Work Authorization as Task 2 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, 2010, 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: _____

ATTACHMENT A (con't.)

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

ENGINEER:
Huggins/Seiler & Associates, LP

By: 
Signature

Billy L. Huggins
Printed Name

President
Title

2-18-09
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

Dan A. 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)*


2-19-09

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

All existing data available on the project, including:

Plans

Maps

Studies

Reports

Field Notes

Statistics

Computations

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

County: Williamson

FM 1460

Limits: From 1500' North of University Blvd
To Old Settlers Blvd

The work to be performed by the Engineer under this contract consists of providing engineering services required for the preparation of Plans, Specifications and Estimates (PS&E) for the reconstruction and widening of FM 1460 within the above limits. The Engineer shall use CADD (Microstation V8) to develop all drawings. The CADD drawings developed shall be compatible with TxDOT's Standards. The Engineer shall provide earthwork cross-sections data files in GEOPAK format. The Engineer shall prepare plans, details and compute quantities to include roadway design, grading, paving, drainage, signing, pavement markings, signals, illumination, traffic control plans, and construction cost opinions.

The Engineer shall collect, review and evaluate the available existing data pertaining to the project and prepare the Plans, Specifications and Estimates in accordance with the latest requirements and policies of TxDOT.

All surveying activities shall be in accordance with Texas Board of Professional Land Surveying Practices Act and with appropriate State rules and regulations. Field surveyors along roadways shall take the precautions necessary to protect survey crews and the motoring public. This includes, but is not limited to, utilizing traffic control devices as prescribed by the City/State's standard details for surveying within roadway rights of way along the roadway corridor.

TxDOT has previously prepared Right of Way Plans for the area and it is anticipated that these documents will be utilized without modification. The only exception to this is the inclusion of a revised parcel for the Teravista tract north of University Blvd. Any other required modifications to these documents is not included in this scope and attached fee estimate and, if required, will be considered as additional work and a revision to the scope and fee.

The Engineer shall prepare and coordinate TxDOT Austin District and Design Division approval of a revised design schematic for the limits of the project. This schematic will be prepared using TxDOT design criteria.

The Engineer shall prepare Traffic Control Plans (TCP). The TCP shall include interim signing for every phase of construction. This is to include regulatory, warning, construction, route, and guide signs.

The Engineer shall make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and/or Right-of-Entry, the Engineer shall notify the Controlling Entity in writing of the need and justification for such action. The PS&E shall be complete and organized in accordance with TxDOT's latest practices. The PS&E package shall be suitable for letting as a stand alone project utilizing the TxDOT's standard bid package.

The PS&E shall be developed in English units. The final plan sheets shall be on standard white Mylar, size 11" x 17", signed, sealed and dated by a Professional Engineer registered in the State of Texas.

PS&E for the above work shall be prepared in accordance with the applicable TxDOT's requirements of Specifications, Standards and Manuals (latest revision). Whenever possible, standard drawings, standard specifications, or previously approved special provisions and/or special specifications shall be used. If a special provision or a special specification must be developed or modified for this project, it shall be in TxDOT's format and, to the extent possible, incorporate references to approved test procedures. The Engineer shall sign, seal, and date all project specific modifications to standard drawings.

The Engineer may be required to meet with the controlling agency's Project Manager to report on progress.

WORK OUTLINE BY TxDOT FUNCTION CODE

1) COLLECT AND REVIEW DATA (Function Code 110):

- a) Data Collection: The Engineer will collect, review and evaluate:
 - i) As-built plans, existing schematics, right-of-way maps, and current unit bid prices information.
- b) Field Reconnaissance: The Engineer will conduct field reconnaissance and collect data as necessary to complete the project development.

2) DEVELOP DESIGN SCHEMATIC (Function Code 110):

- a) Design Schematic: The Engineer will perform the following tasks including:
 - i) Develop roadway design criteria in accordance with TxDOT Roadway Design Manual.
 - ii) Attend the PDCC (Pre-Design Concept Conference) and complete the PDCC checklist for the project.
 - iii) Prepare a design schematic for submission to District and Division, using Austin District schematic check list and applicable TxDOT manuals. Prepare at a scale of 1"=200' Horizontal and 1"=20' vertical. Provide sufficient copies as necessary for review (7 copies). Prepare and provide preliminary copy of Form 1002 Page 3.
 - iv) Review, respond and implement necessary corrections resulting from reviews and provide additional copies of revised material as necessary.

Deliverables:

- PDCC checklist.
- Design Schematic

3) ENVIRONMENTAL STUDIES (Function Code 120):

Prepared by others, not a part of this submission.

4) UTILITY REVIEW / RIGHT OF WAY PLANS (Function Code 130)

a) Utilities: The Engineer will perform utility review tasks including:

- I. Review existing utilities for conflicts relating to the proposed design, within the limits of the project.
- II. Review proposed utility relocation plans (prepared by others) relating to conflicts with the proposed roadway project design
- III. Attend utility coordination meetings as required

b) Right of Way Plans: The Engineer shall prepare parcel sketches, metes and bounds descriptions and revised ROW plans for the Teravista tract. These documents shall confirm with the TxDOT Right of Way Manual and other applicable publications.

b) Deliverables:

Review of utility plans for constructability with proposed design.

Revised Right of Way plans, metes and bound description and parcel sketches

5) FIELD SURVEYING / MAPPING (Function Code 150)

a) Field Surveying: Additional design surveys are required at University Blvd and for the location of revised access points along the Seton frontage. These surveys include topographic and planimetric surveys. All data will be based on existing horizontal and vertical control for FM 1460.

b) Deliverables

- Survey data in Microstation V8/GEOPAK format including 2D, 3D and DTM files

The Engineer shall complete the following engineering services required for the preparation of the plans, specifications and estimate (PS&E) which will be complete and suitable for inclusion as a stand alone construction contract ready for letting. Plans will be prepared on 11"x17" sheets and the deliverables are as follows:

6) ROADWAY DESIGN CONTROLS (Function Code 160)

- a) Prepare Geometric Design.
- b) Prepare Grading Design.
- c) Develop Typical Sections.
- d) Prepare a detailed index of sheets for all plans in the contract documents.
- e) Develop required general notes.
- f) Identify special specifications and special provisions that shall be included in the contract documents.
- g) Prepare any additional special provisions or special specifications required,
- h) Prepare general notes and specification data.
- i) Select the standard drawings applicable to the project, and develop a sheet list for review.
- j) Prepare Engineer's opinion of probable construction costs.

7) DRAINAGE (Function Code 161)

- a) Prepare Hydrologic and Hydraulic studies and documentation.
- b) Prepare layouts and detailing of drainage features,
 - i) Culverts.
 - ii) Storm Sewers and Inlets
 - iii) Outfall channels.
 - iv) Summary of Quantities.
- c) Prepare SW3P Sheets.

8) SIGNING, MARKING AND SIGNALIZATION (Function Code 162)

- a) Prepare Signing and Marking Layout,
 - i) Roadway Layout.
 - ii) Existing signs to remain, to be removed, to be relocated.
 - iii) Proposed signs (illustrated and numbered).
 - v) Proposed markings (illustrated and quantified) including pavement markings, object markings and delineation.
 - vi) Quantities of existing markings to be removed.
- b) Prepare Summary of Small Signs.
- c) Prepare Sign Detail Sheets.
- d) Traffic Signals,
 - i) Layouts.
 - (1) Condition diagram.
 - (2) Plan sheets.
 - (3) Elevation Sheets.
 - (4) Phase sequence diagrams.
 - (5) Standards.
- e) Summary of Quantities.

9) MISCELLANEOUS (ROADWAY) (Function Code 163)

- a) Prepare Traffic Control Plan, Detours and Sequence of Construction.
 - i) Layouts.
 - (1) Sequence of construction and method of handling traffic during each phase.
 - (2) Existing and proposed traffic control devices for each construction sequence.
 - (3) If detours are provided, typical sections and horizontal and vertical alignment shown on plan layout.
 - (4) General Notes providing construction work hours and any conditions relating to the various construction phases.
- b) Sidewalks and Pedestrian Elements
 - i) Layouts
 - ii) Summary of Quantities

- c) Prepare Continuous Illumination Plans
 - i) Layouts
 - (1) Plan Sheets
 - (2) Circuit Diagrams
 - ii) Summary of Quantities

10) MANAGING CONTRACTED PROFESSIONAL SERVICES (Function Code 164):

a) Project Coordination: The Engineer will direct and coordinate the various elements and activities associated with project development.

b) Project Administration: The Engineer will perform administrative duties, including:

- i) Coordination with subconsultants.
- ii) Preparing and executing contracts with subconsultants.
- iii) Monitoring subconsultant activities.
- iv) Reviewing and recommending approval of subconsultant invoices.

Deliverables

- Monthly progress reports.
- Monthly invoice and billings.

c) QA/QC: The Engineer will provide ongoing quality assurance and quality control to ensure completeness of product and compliance with TxDOT procedures.

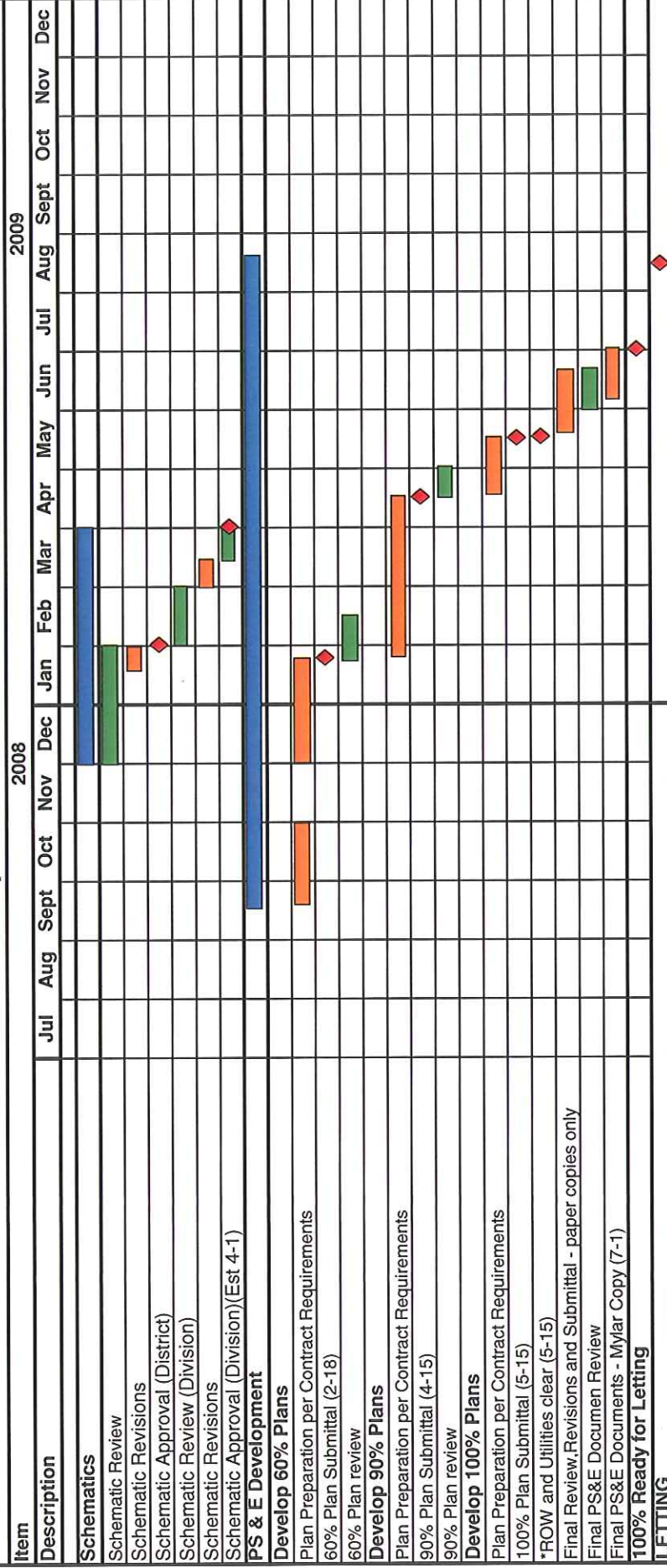
d) Progress Meetings: The Engineer will attend progress meetings with the controlling entity on an as needed basis.

Exhibit C

Work Schedule

FM 1460

N. of University Blvd. to N. of Old Settler's Blvd.



* If not clear must justify and provide Special Provision stating clear date

EXHIBIT D
FM 1460
From University Blvd. to Old Settlers Blvd
Williamson County
H/SA Contract No 228.03.02

RATES				
Project Manager	PM	\$	46.00	Hour
Engineer V	E5	\$	46.00	Hour
Engr Spec V	ES5	\$	46.00	Hour
Engineer III	E3	\$	42.00	Hour
Engr Spec III	ES3	\$	42.00	Hour
Engineer I	E1	\$	38.00	Hour
Engr Tech III	ET3	\$	34.00	Hour
Clerical	C	\$	15.00	Hour
Final Mylar Plots		\$	-	SF
Reproduction		\$	-	EA
Mileage		\$	-	Mile
Airline Flights		\$	-	EA
Per Diem		\$	-	Day
Mail & Deliveries		\$	-	EA
Overhead Rate			150.00%	
Profit			12.00%	
PROJECT DETAILS				
Project Length				Mi
Railroad Crossings		0		Each
Bridges		0		Each
Channels (Requiring Sections)		0		Each
Bridge Class Culverts		0		Each
Other Culverts				Each
Traffic Signals		0		Each
Overhead Sign Bridges (OSB)		0		Each
Cantilever Overhead Signs (COSS)		0		Each
Large Signs		0		Each
ROW Parcels		0		Each
Agency / Committee meetings		0		Each
Public Meetings		0		Each
Public Hearings		0		Each
Environmental Documents:	Cat Ex	0		Each
	EA	0		Each
	EIS	0		Each

H/SA SHEET COUNT EXHIBIT D

FM 1460
Williamson County

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F.C. 160 ROADWAY DESIGN CONTROLS	Scale	No	Hrs / Ea
Title Sheet		1	8.0
Sheet Index		1	9.0
Project Layout	1"=200'	3	9.0
Typical Sections		3	9.0
Horizontal Align Data		2	9.0
Cross Slope Data		1	9.0
Cross Sections			9.0
Plan / Profile Sheets	1"=100' 1"=10'	11	11.0
Intersection Details	1"=20'	4	10.0
Misc. Roadway Details		1	9.0
Driveway Details		4	9.0
Roadway Summaries		1	9.0
Earthwork Summary		1	10.0
Miscellaneous Summary		1	10.0
FC 160 Total		34	9.79

F.C. 161 DRAINAGE	Scale	No	Hrs / Ea
Drainage Area Maps	1"=200'	6	10.0
Hydraulic Computations / Data		5	9.0
Bridge Hydraulic Data		1	9.0
Storm Sewer Plan / Profile	1"=50' 1"=5'	6	12.0
Culvert Cross Section and Details	1"=20' 1"=2'	3	9.0
Bridge Class Culvert Layouts	1"=20' 1"=2'	1	9.0
Channel Plan / Profile	1"=20' 1"=2'	3	9.0
Misc Drainage Details		2	9.0
SW3P	1"=100'	11	9.0
Permanent Erosion, Sedimentation and WP	1"=100'	11	9.0
Drainage Summaries		1	9.0
Inlet and Manholes Summary		1	9.0
Structure Summary		1	9.0
Erosion Control Summary		1	9.0
FC 161 Total		53	9.45

F.C. 162 SIGNING, MARKINGS, AND SIGNALIZATION	Scale	No	Hrs / Ea
Signing & Pavement Marking Plans	1"=100'	11	9.0
Large Sign Layouts and Sign Details	1"=100'	0	9.0
Overhead Sign Support Details			9.0
Signal Layouts and Details	1"=20'	8	9.0
Pavement Marking Summary		1	9.0
Small Sign Summaries		1	9.0
Large Sign Summaries		0	9.0
FC 162 Total		21	9.00

F.C. 163 MISCELLANEOUS (ROADWAY)	Scale	No	Hrs / Ea
Traffic Control Plans	1"=100'	30	11.0
Detour Plan / Profile	1"=100' 1"=10'		10.0
Retaining Wall Layouts	1"=50' 1"=5'		10.0
Illumination (Continuous)	1"=50'	11	30.0
Utility Layouts		11	10.0
General Notes		3	9.0
Illumination Summary		1	10.0
Standards		35	0.5
FC 163 Total		91	9.06

F.C. 170 BRIDGE DESIGN	Scale	No	Hrs / Ea
Bridge Layouts (Bridge Class Culvert)	1"=10'		10.0
Bridge Details	1"=20'		10.0
Bridge Summaries			10.0
FC 170 Total		0	0.00

EXHIBIT D

Sheet 1 of 3

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F.C. 110 ROUTE AND DESIGN STUDIES	PM	E5	E3	E1	ET3	ES5	ES3	Total
110.01 Coordination of Sub-Consultants								0.0
110.02 Project Meetings								0.0
110.03 Collect and Review Data								0.0
110.04 Convert Micro-Station files from V7 to V8								0.0
110.05 Develop Initial Project Data								0.0
110.06 Hydraulic and Hydrologic Studies								0.0
110.07 Preliminary Traffic Engineering								0.0
110.08 Preliminary Geometric Design								0.0
110.09 Develop and Evaluate Feasible Alternatives								0.0
110.10 Prepare Opinions of Probable Costs								0.0
110.11 Prepare Engineering Summary Report								0.0
110.12 Develop Recommended Preferred Alternative								0.0
110.13 Develop Design Schematic	16.0	20.0				22.0	40.0	98.0
110.14 Develop Signing Schematic								0.0
110.15 Schematic Revisions	8.0					14.0	16.0	38.0
110.16 Prepare Frontage Road Justification analysis								0.0
110.17 Presentation preparation								0.0
								0.0
								0.0
								0.0
								0.0
								0.0
FC 110 Total	24	20	0	0	0	36	56	136

F.C. 120 ENVIRONMENTAL STUDIES	PM	E5	E3	E1	ET3	ES5	ES3	Total
120.01 Coordination of Sub-Consultants								0.0
120.02 Project Meetings								0.0
120.03 Prepare Displays for Public Meeting								0.0
120.04 Environmental Document Review								0.0
120.05 Public Meeting								0.0
								0.0
								0.0
FC 120 Total	0	0	0	0	0	0	0	0

F.C. 130 ROW/UTILITY RELOCATION	PM	E5	E3	E1	ET3	ES5	ES3	Total
130.01 Coordination of Sub-Consultants								0.0
130.02 Project Meetings								0.0
130.03 Prepare ROW widths for each parcel								0.0
130.04 Utility Relocation Plan Review	40.0		24.0	36.0		40.0	24.0	164.0
130.05 Review TxDOT permits within project limits	16.0		24.0				8.0	48.0
130.06 Utility Coordination	40.0	40.0		40.0		40.0	40.0	200.0
								0.0
FC 130 Total	96	40	48	76	0	80	72	412

F.C. 150 FIELD SURVEYS / MAPPING	PM	E5	E3	E1	ET3	ES5	ES3	Total
150.01 Coordination of Sub-Consultants								0.0
150.02 Project Meetings								0.0
150.03 Field Surveying								0.0
150.04 Deliverable Preparation								0.0
150.05 Aerial Photography/Mapping								0.0
								0.0
								0.0
FC 150 Total	0	0	0	0	0	0	0	0

EXHIBIT D

Sheet 2 of 3

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F.C. 160 ROADWAY DESIGN CONTROLS		PM	E5	E3	E1	ET3	ES5	ES3	Total
160.01	Coordination of Sub-Consultants	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
160.02	Project Meetings		0.0	0.0	0.0	0.0	0.0	0.0	0.0
160.03	Site Investigations	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
160.04	Geometric Design and Earthwork	6.5	13.0	13.0	13.0	6.5	6.5	12.0	70.5
160.05	Roadway Plan Preparation	33.0	49.0	49.0	49.0	33.0	33.0	77.0	323.0
160.06	Pavement Design								0.0
FC 160 Total		40	62	62	62	40	40	89	395
F.C. 161 DRAINAGE DESIGN		PM	E5	E3	E1	ET3	ES5	ES3	Total
161.01	Coordination of Sub-Consultants	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
161.02	Project Meetings		0.0	0.0	0.0	0.0	0.0	0.0	0.0
161.03	Hydrologic Studies	6.0	12.0	5.0	12.0	6.0	6.0	6.0	53.0
161.04	Hydraulic Design	13.0	13.0	1.0	13.0	13.0	13.0	39.0	105.0
161.05	Hydraulic Design - Storm Sewer	6.0	12.0	12.0	12.0	6.0	6.0	18.0	72.0
161.06	Prepare Hydraulic Summaries	3.0	3.0	3.0	3.0	3.0	3.0	9.0	27.0
161.07	Hydraulic Structure Design	2.0	2.0	2.0	2.0	2.0	2.0	6.0	18.0
161.08	SW3P	22.0	22.0	22.0	22.0	22.0	22.0	66.0	198.0
161.09	Prepare Hydraulic Report								0.0
FC 161 Total		52	64	45	64	52	52	144	473
F.C. 162 SIGNING, STRIPING AND SIGNALIZATION		PM	E5	E3	E1	ET3	ES5	ES3	Total
162.01	Coordination of Sub-Consultants	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
162.02	Project Meetings		0.0	0.0	0.0	0.0	0.0	0.0	0.0
162.03	Prepare Signing, Striping and Delineation Plans	13.0	13.0	13.0	13.0	13.0	13.0	39.0	117.0
162.04	Prepare Large Sign Layouts and Details	0.0	0.0	1.0	0.0	0.0	0.0	0.0	1.0
162.05	Prepare Signal Layouts and Details	8.0	8.0	8.0	8.0	8.0	8.0	24.0	72.0
FC 162 Total		21	21	22	21	21	21	63	190
F.C. 163 MISCELLANEOUS ROADWAY		PM	E5	E3	E1	ET3	ES5	ES3	Total
163.01	Coordination of Sub-Consultants	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
163.02	Project Meetings		0.0	0.0	0.0	0.0	0.0	0.0	0.0
163.03	Prepare TCP / Detours / Sequence of Construction	30.0	60.0	60.0	60.0	30.0	30.0	60.0	330.0
163.04	Prepare Illumination Plans	33.0	55.0	55.0	55.0	33.0	33.0	66.0	330.0
163.05	Prepare Retaining Wall Layouts	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
163.06	Utility Layouts	11.0	22.0	22.0	22.0	11.0	11.0	11.0	110.0
163.07	Prepare Estimate / Basis of Estimate	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
163.08	Prepare General Notes / Specifications / Provisions	3.0	3.0	3.0	3.0	3.0	3.0	9.0	27.0
163.09	Prepare Project Manual / Letting	8.0	16.0	16.0	0.0	0.0	16.0	0.0	56.0
163.09	Standards	0.0	0.0	0.0	0.0	0.0	0.0	17.5	17.5
FC 163 Total		85	156	156	140	77	93	164	871
F.C. 170 BRIDGE DESIGN		PM	E5	E3	E1	ET3	ES5	ES3	Total
170.01	Coordination of Sub-Consultants				0.0	0.0	0.0	0.0	0.0
170.02	Project Meetings	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
170.03	Prepare Bridge Layouts	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
170.04	Foundation Studies and Design	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
170.05	Detailed Bridge Design	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
170.06	Miscellaneous Structural Design	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
FC 170 Total		0	0	0	0	0	0	0	0

EXHIBIT D

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F.C. 164	MANAGING CONTRACTED PROF. SERVICES	PM	E5	E3	E1	ET3	ES5	ES3	Total
164.01	Coordination of Sub-Consultants								0.0
164.02	Project Meetings								0.0
164.03	Develop Contract Scope of Services								0.0
164.04	Professional Services Selection Process								0.0
164.05	Monitoring and Review of Contracted Work								0.0
164.06	Auditing of Billing Statements								0.0
FC 164 Total		0	0	0	0	0	0	0	0

F.C. 165	TRAFFIC MANAGEMENT SYSTEMS	PM	E5	E3	E1	ET3	ES5	ES3	Total
165.01	Coordination of Sub-Consultants								0.0
165.02	Project Meetings								0.0
165.03	Traffic Analysis and Model Simulation								0.0
165.04	Develop Traffic Signal Systems								0.0
165.05	Develop Freeway Control Systems								0.0
165.06	Develop HOV Control Systems								0.0
165.07	Develop Intelligent Vehicle Highway Systems								0.0
FC 165 Total		0	0	0	0	0	0	0	0

F.C. 190	PROJECT MANAGEMENT	PM	E5	E3	E1	ET3	ES5	ES3	Total
190.01	Coordination of Sub-Consultants								0.0
190.02	Project Meetings	24.0							24.0
190.03	Prepare Monthly Billings	8.0					22.5		30.5
190.04	Monitor Subconsultant Activities								0.0
190.05	Project Scheduling and Workload Management	8.0							8.0
190.06	Prepare Supplemental Agreements / Work Authorizations								
FC 190 Total		40	0	0	0	0	23	0	63

		PM	E5	E3	E1	ET3	ES5	ES3	Total
191.01	Coordination of Sub-Consultants								0.0
191.02	Project Meetings								0.0
191.03	Training								0.0
191.04	IT Infrastructure								0.0
FC 191 Total		0	0	0	0	0	0	0	0

F.C. 310	CONSTRUCTION SUPPORT SERVICES	PM	E5	E3	E1	ET3	ES5	ES3	Total
310.01	Coordination of Sub-Consultants								0.0
310.02	Project Meetings								0.0
310.03	Review of monthly Pay Estimates and Progress Reports								0.0
310.04	Review and Interpretation of Plans with Contractor								0.0
FC 310 Total		0	0	0	0	0	0	0	0

F.C. 320	CONSTRUCTION INSPECTION	PM	E5	E3	E1	ET3	ES5	ES3	Total
320.01	Coordination of Sub-Consultants								0.0
320.02	Project Meetings								0.0
320.03	General Construction Inspection								0.0
320.04	Structural Inspection								0.0
FC 320 Total		0	0	0	0	0	0	0	0

F.C. 351	DESIGN VERIFICATION AND ALTERATIONS	PM	E5	E3	E1	ET3	ES5	ES3	Total
351.01	Coordination of Sub-Consultants								0.0
351.02	Project Meetings								0.0
351.03	Shop Drawing Review								0.0
351.04	Laboratory Testing								0.0
351.05	Plant Inspection								0.0
351.06	Change Orders								0.0
351.07	AS-Built Plans								0.0
FC 330 Total		0	0	0	0	0	0	0	0

H/SA MANHOUR SUMMARY

Sheet 1 of 3

FM 1460
Williamson County

H/SA Contract No 228.03.02
\$0.00

F.C. 110	ROUTE AND DESIGN STUDIES	Manhours	Rate	Direct Labor
	Project Manager	24	\$46.00	\$ 1,104.00
	Engineer V	20	\$46.00	\$ 920.00
	Engineer III	0	\$42.00	\$ -
	Engineer I	0	\$38.00	\$ -
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	36	\$46.00	\$ 1,656.00
	Engr Spec III	56	\$42.00	\$ 2,352.00
	Sub-total	136		\$ 6,032.00
F.C. 120	ENVIRONMENTAL STUDIES	Manhours	Rate	Direct Labor
	Project Manager	0	\$46.00	\$ -
	Engineer V	0	\$46.00	\$ -
	Engineer III	0	\$42.00	\$ -
	Engineer I	0	\$38.00	\$ -
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	0	\$46.00	\$ -
	Engr Spec III	0	\$42.00	\$ -
	Sub-total	0		\$ -
F.C. 130	ROW/UTILITY RELOCATION	Manhours	Rate	Direct Labor
	Project Manager	96	\$46.00	\$ 4,416.00
	Engineer V	40	\$46.00	\$ 1,840.00
	Engineer III	48	\$42.00	\$ 2,016.00
	Engineer I	76	\$38.00	\$ 2,888.00
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	80	\$46.00	\$ 3,680.00
	Engr Spec III	72	\$42.00	\$ 3,024.00
	Sub-total	412		\$ 17,864.00
F.C. 150	FIELD SURVEYS / MAPPING	Manhours	Rate	Direct Labor
	Project Manager	0	\$46.00	\$ -
	Engineer V	0	\$46.00	\$ -
	Engineer III	0	\$42.00	\$ -
	Engineer I	0	\$38.00	\$ -
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	0	\$46.00	\$ -
	Engr Spec III	0	\$42.00	\$ -
	Sub-total	0		\$ -

H/SA MANHOUR SUMMARY

Sheet 2 of 3

FM 1460
Williamson County

H/SA Contract No 228.03.02
\$0.00

F.C. 160	ROADWAY DESIGN CONTROLS	Manhours	Rate	Direct Labor
	Project Manager	40	\$46.00	\$ 1,840.00
	Engineer V	62	\$46.00	\$ 2,852.00
	Engineer III	62	\$42.00	\$ 2,604.00
	Engineer I	62	\$38.00	\$ 2,356.00
	Engr Tech III	40	\$34.00	\$ 1,360.00
	Engr Spec V	40	\$46.00	\$ 1,840.00
	Engr Spec III	89	\$42.00	\$ 3,738.00
	Sub-total	395		\$ 16,590.00
F.C. 161	DRAINAGE	Manhours	Rate	Direct Labor
	Project Manager	52	\$46.00	\$ 2,392.00
	Engineer V	64	\$46.00	\$ 2,944.00
	Engineer III	45	\$42.00	\$ 1,890.00
	Engineer I	64	\$38.00	\$ 2,432.00
	Engr Tech III	52	\$34.00	\$ 1,768.00
	Engr Spec V	52	\$46.00	\$ 2,392.00
	Engr Spec III	144	\$42.00	\$ 6,048.00
	Sub-total	473		\$ 19,866.00
F.C. 162	SIGNING, MARKINGS, AND SIGNALIZATION	Manhours	Rate	Direct Labor
	Project Manager	21	\$46.00	\$ 966.00
	Engineer V	21	\$46.00	\$ 966.00
	Engineer III	22	\$42.00	\$ 924.00
	Engineer I	21	\$38.00	\$ 798.00
	Engr Tech III	21	\$34.00	\$ 714.00
	Engr Spec V	21	\$46.00	\$ 966.00
	Engr Spec III	63	\$42.00	\$ 2,646.00
	Sub-total	190		\$ 7,980.00
F.C. 163	MISCELLANEOUS (ROADWAY)	Manhours	Rate	Direct Labor
	Project Manager	85	\$46.00	\$ 3,910.00
	Engineer V	156	\$46.00	\$ 7,176.00
	Engineer III	156	\$42.00	\$ 6,552.00
	Engineer I	140	\$38.00	\$ 5,320.00
	Engr Tech III	77	\$34.00	\$ 2,618.00
	Engr Spec V	93	\$46.00	\$ 4,278.00
	Engr Spec III	164	\$42.00	\$ 6,888.00
	Sub-total	871		\$ 36,742.00
F.C. 170	BRIDGE DESIGN	Manhours	Rate	Direct Labor
	Project Manager	0	\$46.00	\$ -
	Engineer V	0	\$46.00	\$ -
	Engineer III	0	\$42.00	\$ -
	Engineer I	0	\$38.00	\$ -
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	0	\$46.00	\$ -
	Engr Spec III	0	\$42.00	\$ -
	Sub-total	0		\$ -

H/SA MANHOUR SUMMARY

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FM 1460
Williamson County

H/SA Contract No 228.03.02
\$0.00

F.C. 164	MANAGING CONTRACTED PROF. SERVICES	Manhours	Rate	Direct Labor
	Project Manager	0	\$46.00	\$ -
	Engineer V	0	\$46.00	\$ -
	Engineer III	0	\$42.00	\$ -
	Engineer I	0	\$38.00	\$ -
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	0	\$46.00	\$ -
	Engr Spec III	0	\$42.00	\$ -
	Sub-total	0		\$ -

F.C. 165	TRAFFIC MANAGEMENT SYSTEMS	Manhours	Rate	Direct Labor
	Project Manager	0	\$46.00	\$ -
	Engineer V	0	\$46.00	\$ -
	Engineer III	0	\$42.00	\$ -
	Engineer I	0	\$38.00	\$ -
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	0	\$46.00	\$ -
	Engr Spec III	0	\$42.00	\$ -
	Sub-total	0		\$ -

F.C. 190	PROJECT MANAGEMENT	Manhours	Rate	Direct Labor
	Project Manager	40	\$46.00	\$ 1,840.00
	Engineer V	0	\$46.00	\$ -
	Engineer III	0	\$42.00	\$ -
	Engineer I	0	\$38.00	\$ -
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	23	\$46.00	\$ 1,058.00
	Engr Spec III	0	\$42.00	\$ -
	Sub-total	63		\$ 2,898.00

0 0		Manhours	Rate	Direct Labor
	Project Manager	0	\$46.00	\$ -
	Engineer V	0	\$46.00	\$ -
	Engineer III	0	\$42.00	\$ -
	Engineer I	0	\$38.00	\$ -
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	0	\$46.00	\$ -
	Engr Spec III	0	\$42.00	\$ -
	Sub-total	0		\$ -

F.C. 310	CONSTRUCTION SUPPORT SERVICES	Manhours	Rate	Direct Labor
	Project Manager	0	\$46.00	\$ -
	Engineer V	0	\$46.00	\$ -
	Engineer III	0	\$42.00	\$ -
	Engineer I	0	\$38.00	\$ -
	Engr Tech III	0	\$34.00	\$ -
	Engr Spec V	0	\$46.00	\$ -
	Engr Spec III	0	\$42.00	\$ -
	Sub-total	0		\$ -

EXHIBIT D FM 1460 Williamson County Sheet 1 of 1						
		DIRECT	OVERHEAD	TOTAL	FIXED FEE	TOTAL
LABOR COSTS BY FUNCTION CODE :		LABOR	150.00%	LABOR+OVHD	12.00%	COST
DESIGN PHASE SERVICES						
F.C. 110	ROUTE AND DESIGN STUDIES	\$ 6,032.00	\$ 9,048.00	\$ 15,080.00	\$ 1,809.60	\$ 16,889.60
F.C. 120	ENVIRONMENTAL STUDIES	\$ -	\$ -	\$ -	\$ -	\$ -
F.C. 130	ROW/UTILITY RELOCATION	\$ 17,864.00	\$ 26,796.00	\$ 44,660.00	\$ 5,359.20	\$ 50,019.20
F.C. 150	FIELD SURVEYS / MAPPING	\$ -	\$ -	\$ -	\$ -	\$ -
F.C. 160	ROADWAY DESIGN CONTROLS	\$ 16,590.00	\$ 24,885.00	\$ 41,475.00	\$ 4,977.00	\$ 46,452.00
F.C. 161	DRAINAGE	\$ 19,866.00	\$ 29,799.00	\$ 49,665.00	\$ 5,959.80	\$ 55,624.80
F.C.161	CURB INLETS	\$ 4,000.00	\$ 6,000.00	\$ 10,000.00	\$ 1,200.00	\$ 11,200.00
F.C. 162	SIGNING, MARKINGS, AND SIGNALIZATION	\$ 7,980.00	\$ 11,970.00	\$ 19,950.00	\$ 2,394.00	\$ 22,344.00
F.C. 163	MISCELLANEOUS (ROADWAY)	\$ 36,742.00	\$ 55,113.00	\$ 91,855.00	\$ 11,022.60	\$ 102,877.60
F.C. 164	MANAGING CONTRACTED PROF. SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -
F.C. 165	TRAFFIC MANAGEMENT SYSTEMS	\$ -	\$ -	\$ -	\$ -	\$ -
F.C. 170	BRIDGE DESIGN	\$ -	\$ -	\$ -	\$ -	\$ -
F.C. 190	PROJECT MANAGEMENT	\$ 2,898.00	\$ 4,347.00	\$ 7,245.00	\$ 869.40	\$ 8,114.40
SUB-TOTAL DESIGN SERVICES						\$ 313,521.60
CONSTRUCTION PHASE SERVICES						
F.C. 310	CONSTRUCTION SUPPORT SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -
F.C. 320	CONSTRUCTION INSPECTION	\$ -	\$ -	\$ -	\$ -	\$ -
F.C. 351	DESIGN VERIFICATION AND ALTERATIONS	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL CONSTRUCTION SERVICES						\$ -
GRAND TOTALS		\$ 111,972.00	\$ 167,958.00	\$ 279,930.00	\$ 33,591.60	\$ 313,521.60
DIRECT COSTS:						
EXPENSES:		UNIT	RATE	QUANTITY	TOTAL	
	Final Mylar Plots	0 \$ -	\$ -		\$ -	
	Reproduction	SF	\$ -	-	\$ -	
	Mileage	EA	\$ -	-	\$ -	
	Airline Flights	Mile	\$ -	-	\$ -	
	Per Diem	EA	\$ -	-	\$ -	
	Advertise for Bids	Day	\$ -	-	\$ -	
		EA	\$ -	1	\$ -	
		0	\$ -	-	\$ -	
		0	\$ -	-	\$ -	
TOTAL EXPENSES					\$ -	
SUB-CONTRACTS:						
		TASK			TOTAL	
Inland Geodetics		Survey			\$ 36,188.00	
Inland Geodetics		Revised ROW plans			\$ 4,500.00	
TOTAL SUB-CONTRACTS					\$ 40,688.00	
TOTAL DIRECT COSTS						\$ 40,688.00
TOTAL COST		\$ 354,209.60				



**1504 Chisholm Trail Road
Suite 101
Round Rock, TX 78681
512-238-1200
512-238-1251 fax**

Feb. 18, 2009

Mr. Bill Huggins
Huggins/Seller & Associates, LP
116 E. Main Ave.
Round Rock, TX 78664

RE: FM 1460 parcel 1AAQ Part 3 revision.

Mr. Huggins:

As per your request, INLAND GEODETICS, LP (INLAND) is pleased to submit this proposal to your office for the following professional land surveying services.

Specific Tasks To Be Performed:

This proposal was developed using information from previous work performed by us. Inland understands that an updated Title Search will not be supplied. Inland will use record information from the Williamson County Tax Office and the information from a previous Abstractors Report dated August 18, 2006 for these revisions.

Below is a specific list of our proposed Scope of Services and estimated costs.

SCOPE OF SERVICES

1. Inland will Recover the control to verify existing Monumentation, and set 1 monument.
2. Revise Parcel 1AAQ Part 3 sketch and description into 2 separate parcels.
3. Revise Right-of-Way Plans to show revisions to Parcel 1AAQ Part 3.
4. Prepare 3 copies each of the sketch with description.
5. Prepare 3 copies of ledger size revised Right-of-Way Plans.

Estimated Costs

We propose to provide the above described Scope of Services for the following
Estimated fee of: \$4,500.00

Regards,

Brenda Sies
President
Inland Geodetics LP
1504 Chisholm Trail Rd. Ste: 101
Round Rock, Tx. 78681
(512) 238-1200

Project Budget Transfer Request 2006 Road Bond
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing Project Budget transfer request of 2006 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: to move \$4,000,000.00 from Southeast Inner Loop (P166) to Georgetown SH 29 Bypass (P194).

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/18/2009 01:52 PM

Final Approval Date: 02/19/2009

Reimbursement Resolution for Pass Through Finance Bond Non-Departmental
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for Office of Attorney General in the amount of \$9,500.00 associated with a non-departmental expenditure (PTT 1).

Background

The Office of Attorney General invoice are the filing fees for the second issuance of the Pass Through Bond. Once the bonds are issued, the general fund will be reimbursed.

Fiscal Impact

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

Attachments

Link: [Reimbursement Cert AG Filing Fee](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 08:47 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
PTT 1 Non-Departmental**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$9,500.00 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

County Judge

Exhibit "A"

PTT 1 Non-Departmental

(See Attached Invoice)

LAW OFFICES
McCALL, PARKHURST & HORTON L.L.P.

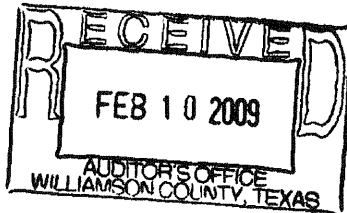
600 CONGRESS AVENUE
SUITE 1800
AUSTIN, TEXAS 78701
(512) 478-3805

*Hold
you pay*

February 9, 2009

*v#9985
aus
2006 GO 7164 \$8,000-
@TT1 71100 \$9,500-
1.1
misc.*

Williamson County
Office of the County Auditor
710 S. Main Street
Georgetown, Texas 78626
Attention: Julie Kiley



Re: **\$8,000,000 Williamson County, Texas Limited Tax Bonds, Series 2009 and
\$92,085,000 Williamson County, Texas Pass Through Toll Bonds, Series 2009**

Client Numbers : 2729.027/2729.028

INVOICE FOR THE OFFICE OF THE ATTORNEY GENERAL FILING FEE

Pursuant to Chapter 1202 .004 of the Texas Government Code, as amended, a fee equal to one-tenth of one percent of the principal amount of the public security to which the record of proceedings relates or \$9,500, whichever is less; provided, the fee shall not be less than \$750. If the record of proceedings includes multiple series, a separate fee must be calculated and paid for each series. If the record of proceedings includes authorization of a credit agreement, but does not also include the authorization of a public security, the fee is calculated based on the principal amount of the public security or public securities to which the credit agreement relates.

*9985
Box*

Please forward the below fee made payable to the ~~Office of the Attorney General~~ to the offices of McCall, Parkhurst & Horton L.L.P. prior to or at the meeting of the District on February 17, 2009.

ATTORNEY GENERAL FILING FEE:

**Limited Tax Bonds
Pass Through Toll Bonds**

TOTAL

APPROVED FOR PAYMENT

Julie M. Kiley
Authorized Signature

Date

Budget Line Item

Amount

\$ 8,000

9,500

\$17,500

cc: Dan Wegmiller

2/9/09

\$ 17,500 =

Reimbursement Resolution for Pass Through Bond FM 1660
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$12,813.25 associated with FM 1660 (PTT1566-01-009).

Background

Pass Through Finance Revenue bonds will be issued by the end of February 2009 and the general fund will be reimbursed.

Fiscal Impact

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

Attachments

Link: [Reimbursement Cert FM 1660](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 08:59 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
FM 1660 (PTT1566-01-009)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$12,813.25 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

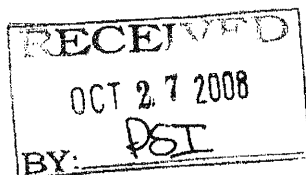
County Judge

Exhibit "A"

FM 1660 (PTT1566-01-009)

(See Attached Invoices)

HNTB	Inv#186-45026-DS-004	\$6,630.00
HNTB	Inv#201-45026-DS-004	\$919.93
HNTB	Inv#210-45026-DS-004	\$5,173.32
Sheets & Crossfield	Inv#22788	\$90.00



HNTB

October 24, 2008

PRIME STRATEGIES, INC.
1508 S. Lamar Boulevard
Austin, Texas 78704

In Account With
HNTB CORPORATION
Engineers Architects Planners
Austin, Texas

✓ # 29899
RE
OTT 1566-01-009
Pittell
3.1
Pres.

Remittance Address: HNTB Corporation, P.O. Box 802741, Kansas City, MO 64180-2741

EA For FM1660 & Public Meetings

Work Authorization No. 04
Work Authorization Maximum: \$269,773.00

HNTB Invoice Number 186-45026-DS-004
Expiration: June 30, 2009

Payroll and Expenses - Invoice Period of September 27, 2008 through October 17, 2008

Employee:	Position:	Hours:	Billing Rate:	Cost:
Susan Wilder	Project Manager	7.00	\$ 140.00	\$ 980.00
Patrick Cossins	Environmental Specialist	6.00	\$ 109.00	\$ 654.00
Sally Victor	Environmental Specialist	2.00	\$ 109.00	\$ 218.00
Lee Ellison	Sr. Environ. Tech/Planner	25.00	\$ 94.00	\$ 2,350.00
Roy Smith	Sr. Environ. Tech/Planner	24.00	\$ 94.00	\$ 2,256.00
Grable Muraida	Project Administrator	2.00	\$ 86.00	\$ 172.00
Total Hours/Labor		66.00		\$ 6,630.00

WILLIAMSON COUNTY
INVOICE

Direct Expenses

Approved by:
Subconsultant Expenses

Funding Source: ☒ GO ☒ CO

Other:

1566-01-009-3.1
Project/Dept. #

Date 10 / 27 / 08

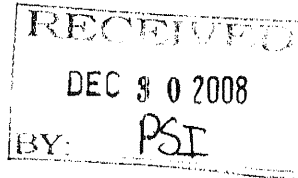
Pay by: ☒ Check ☐ Wire

Total Costs This Invoice
Plus Amount Previously Billed

Total Amount Earned To Date
Less Amount Previously Billed

Amount Due This Invoice

\$ -
\$ -
\$ 6,630.00
\$ 228,022.01
\$ 234,652.01
\$ 228,022.01
\$ 6,630.00



HNTB

December 24, 2008

PRIME STRATEGIES, INC.
1508 S. Lamar Boulevard
Austin, Texas 78704

In Account With
HNTB CORPORATION
Engineers Architects Planners
Austin, Texas

V# 29849
RR
PTT 1566-01-009
PTT all
3.1
Brief.
Dene... 1-22-09

Remittance Address: HNTB Corporation, P.O. Box 802741, Kansas City, MO 64180-2741

EA For FM1660 & Public Meetings

Work Authorization No. 04
Work Authorization Maximum: \$269,773.00

HNTB Invoice Number 201-45026-DS-004
Expiration: June 30, 2009

Payroll Invoice Period of November 15, 2008 through December 19, 2008
Expenses Invoice Period of November 15, 2008 through December 12, 2008

Employee:	Position:	Hours:	Billing Rate:	Cost:
Patrick Cossins	Environmental Specialist	0.50	\$ 109.00	\$ 54.50
Sarah Slovak Wu	Environmental Tech/Planner	9.25	\$ 85.00	\$ 786.25
Total Hours/Labor		9.75		\$ 840.75

Direct Expenses

\$ 79.18

Subconsultant Expenses
WILLIAMSON COUNTY
INVOICE

\$ -

Approved by:

Total Costs This Invoice
Plus Amount Previously Billed

\$ 919.93
\$ 237,781.73

Funding Source: ☒ GO ☒ CO

Total Amount Earned To Date
Less Amount Previously Billed

\$ 238,701.66
\$ 237,781.73

Other:

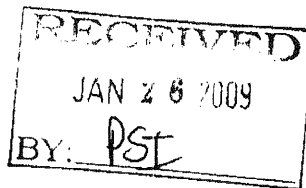
Amount Due This Invoice

\$ 919.93

1566-01-009-3.1
Project/Dept. #

Date 12/30/08

Pay by: ☒ Check ☐ Wire



HNTB

January 23, 2009 ✓

~~PRIME STRATEGIES, INC.~~
~~1508 S. Lamar Boulevard~~
~~Austin, Texas 78704~~

In Account With
HNTB CORPORATION
Engineers Architects Planners
Austin, Texas

V#29899

KSC, MO

PTT 1566-01-009

PTToll

3.1

Qnd

2-04-09

Remittance Address: HNTB Corporation, P.O. Box 802741, Kansas City, MO 64180-2741

EA For FM1660 & Public Meetings

Work Authorization No. 04

HNTB Invoice Number 210-45026-DS-004 ✓

Work Authorization Maximum: \$269,773.00

Expiration: June 30, 2009

Payroll Invoice Period of December 20, 2008 through January 16, 2009
Expenses Invoice Period of December 13, 2008 through January 16, 2009

Employee:	Position:	Hours:	Billing Rate:	Cost:
Patrick Cossins	Environmental Specialist	6.25	\$ 109.00	\$ 681.25
Delfino Leal	Project Administrator	1.50	\$ 86.00	\$ 129.00
Sarah Slovak Wu	Environmental Tech/Planner	1.00	\$ 85.00	\$ 85.00

Total Hours/Labor

8.75

\$ 895.25 ✓

~~DWIGHT LEANSON COUNTY~~
~~INVOICE~~

Subconsultant Expenses

Approved by:

Funding Source: ☒ GO ☒ CO

Other: _____

1566-01-009-3.2
Project/Dept. #

Date 01/26/09

Pay by: ☒ Check ☐ Wire

Total Costs This Invoice
Plus Amount Previously Billed

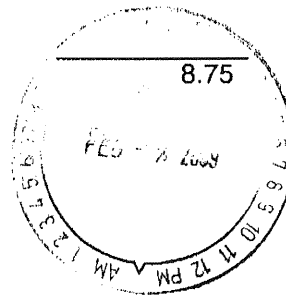
\$ 5,173.32
\$ 238,701.66

Total Amount Earned To Date
Less Amount Previously Billed

\$ 243,874.98
\$ 238,701.66

Amount Due This Invoice

\$ 5,173.32



Sheets & Crossfield, P.C.

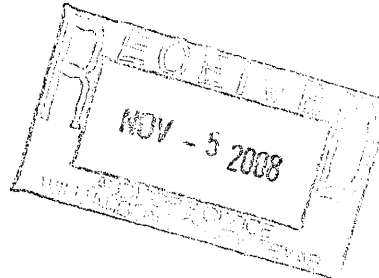
309 E. Main St.
Round Rock, TX 78664
(512) 255-8877

Statement as of October 31, 2008
Statement No. 22788

Williamson County
The Honorable Judge Dan A. Gattis
Williamson County Commissioner's Court
710 Main
Georgetown TX 78626

FM 1660 - General - P122
Matter ID: 1027.0390

8TT 156601009



V#5100
PR
8TT 156601-009
PTTdl
2.2
Pres.

Professional Fees:

10/09/08 DJC Meeting with John Nelson regarding proposed 1660
schematic and access issues.

Hours	Amount
0.50	\$90.00

Sub-total Fees:

0.50	\$90.00
------	---------

Total Now Due:

\$90.00

Timekeeper Summary

Name
Don Childs

Hours	Rate	Amount
0.50	180.00	\$90.00

Don Childs
11-06-08

[Signature]
11-5-08

Reimbursement Resolution for Pass Through Bond US 79 Section 5B
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$471,109.73 associated with US 79 Section 5B (PTT0204-04-042)

Background

Pass Through Finance Revenue Bond with will be issued by the end of February 2009 and the general fund will be reimbursed.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Reimbursement Certificate US 79 Section 5B](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 09:03 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
US 79, Section 5B (PTT0204-04-042)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$471,109.73 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

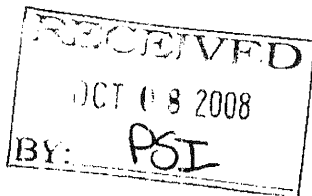
County Judge

Exhibit "A"

US 79, Section 5B (PTT0204-04-042)

(See Attached Invoices)

J.C. Evans Construction	Inv#08WC607-3	\$321,941.62
J.C. Evans Construction	Inv#08WC607-6	\$147,566.05
LAN	Inv#14	\$1,350.06
Sheets & Crossfield	Inv#22794	\$252.00



WILLIAMSON COUNTY
CONSTRUCTION ESTIMATE SUMMARY INVOICE

Received
F108 old V# 24502
PTT0204-04-042
OCT 02 2008
HNTB Corporation
Round Rock
OCT 10 2008

Received
OCT 10 2008

CONTRACTOR: J.C. Evans Construction Co. PROJECT NO. 08WC607
VENDOR NO. _____ PROJECT NAME: US 79 Section 5B Round Rock
ADDRESS: 8660 N. US Hwy 183A Toll Road CONTRACT AWARD DATE: 26-Apr-08
Leander, Texas 78641 CSJ NUMBER: 0204-04-042
CONTACT PERSON: Randy Cours ESTIMATE/INVOICE NO. Three (3)
TELEPHONE # 512-244-1400 BILLING PERIOD: FROM: 1-Sep-08 TO: 30-Sep-08

WILLIAMSON COUNTY
INVOICE

Approved by: [Signature]

Funding Source: GO CO

Other: _____

0204-04-042-3.4
Project Dept. #

Date 10/08/08

Pay by: Check Wire

CONTRACT FEE SUMMARY

ORIGINAL TOTAL CONTRACT AMOUNT: \$16,986,053.49 ✓
APPROVED CHANGE ORDERS: (+) \$0.00
ADJUSTED TOTAL CONTRACT AMOUNT: (=) \$16,986,053.49 ✓
WORK COMPLETED TO DATE: \$1,866,040.37 ✓
MATERIALS ON HAND: (+) \$0.00
TOTAL EARNED TO DATE: (=) \$1,866,040.37 ✓
PREVIOUS PAYMENTS: (-) \$1,544,098.75 ✓
MISC. CREDITS: (-) \$0.00
LIQUIDATED DAMAGES: (-) \$0.00
CURRENT BILLING: (=) \$321,941.62 ✓

✓ 0% OF CHANGE IN ORIGINAL CONTRACT

✓ 11% OF TIME PASSED TO DATE

✓ 11% OF TOTAL CONTRACT EARNED TO DATE

✓ 499 CONTRACT WORKING DAYS

✓ 0 ADDITIONAL DAYS GRANTED

✓ 499 TOTAL CONTRACT WORKING DAYS

✓ 55 WORKING DAYS CHARGED TO DATE

I CERTIFY THAT THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT AND ALL DEDUCTIONS IN FAVOR OF THE COUNTY HAVE BEEN MADE.

CONTRACTOR:

[Signature]
Randy Cours, J.C. Evans Construction Co.

DATE: 9/30/08

CONSTRUCTION INSPECTOR:

B23
Kenneth Zekel Zieschang, Huitt-Zollars

DATE: 10-1-08

PROGRAM MANAGER:

[Signature]
Michael Weaver, Prime Strategies

DATE: 10/9/08

WILLIAMSON COUNTY JUDGE:

[Signature]
Judge Dan A. Gattis, Williamson County

DATE: 10/14/08

Huitt Zollars, Inc.

OCT 1 2008

Km 2 10/7/08
Rue 10/7/08
10/10/08

[Signature] 10-15-08

Received

JAN 08 2009

HNTB Corporation
Round Rock

Received

JAN 16 2009

HNTB CORPORATION
CONSTRUCTION ESTIMATE SUMMARY INVOICE
Round Rock

V# 24502

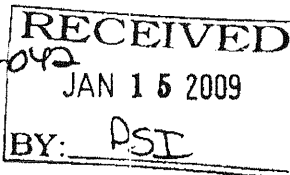
Leander

IT 0204-04-042

PTToll

3.4

Const



CONTRACTOR: J.C. Evans Construction Co.

VENDOR NO. _____

ADDRESS: 8660 N. US Hwy 183A Toll Road
Leander, Texas 78641

CONTACT PERSON: Randy Cours

TELEPHONE # 512-244-1400

PROJECT NO. 08WC607

PROJECT NAME: US 79, Section 5B

CONTRACT AWARD DATE: 26-Apr-08

CSJ NUMBER: 0204-04-042

ESTIMATE/INVOICE NO. Six (6)

BILLING PERIOD: FROM: 1-Dec-08 TO: 30-Dec-08

Approved by: [Signature]Funding Source: ☒ GO ☒ CO

CONTRACT FEE SUMMARY

ORIGINAL TOTAL CONTRACT AMOUNT: \$16,986,053.49 ✓

APPROVED CHANGE ORDERS: (+) \$0.00 ✓

ADJUSTED TOTAL CONTRACT AMOUNT: (=) \$16,986,053.49 ✓

WORK COMPLETED TO DATE: \$2,795,412.92 ✓

MATERIALS ON HAND: (+) \$0.00

TOTAL EARNED TO DATE: (=) \$2,795,412.92 ✓

PREVIOUS PAYMENTS: (-) \$2,647,846.87 ✓

MISC. CREDITS: (-) \$0.00

LIQUIDATED DAMAGES: (-) \$0.00

CURRENT BILLING: (=) \$147,566.05 ✓

✓ 0% OF CHANGE IN ORIGINAL CONTRACT

Project/Dept. # 3.4

✓ 24% OF TIME USED TO DATE

Pay by: ☒ Check ☐ Wire

16% OF TOTAL CONTRACT EARNED TO DATE

✓ 499 CONTRACT WORKING DAYS

0 ADDITIONAL DAYS GRANTED

✓ 499 TOTAL CONTRACT WORKING DAYS

✓ 122 WORKING DAYS CHARGED TO DATE

I CERTIFY THAT THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT AND ALL DEDUCTIONS IN FAVOR OF THE COUNTY HAVE BEEN MADE.

CONTRACTOR:

[Signature]
Randy Cours, J.C. Evans Construction Co.

DATE 1/6/09

CONSTRUCTION INSPECTOR:

[Signature]
Kenneth "Zeke" Zieschang, Huitt-Zollars

DATE: 1-8-09

PROGRAM MANAGER:

[Signature]
Michael Weaver, Prime Strategies

DATE 1-15-09

WILLIAMSON COUNTY JUDGE:

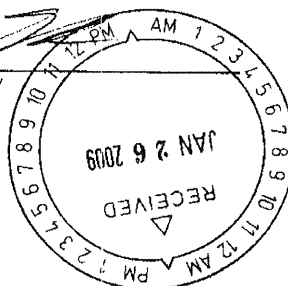
[Signature]
Judge Dan A. Gattis, Williamson County

DATE 1-21-09

Huitt Zollars, Inc.

JAN 07 2009

ma 1/14/09
JK 1/14/09





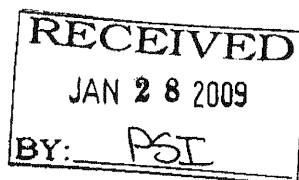
**Lockwood, Andrews
& Newnam, Inc.**

A LEONARD COMPANY

PLEASE
REMIT TO:

Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Drive
Houston, Texas 77042
Attn: Accounts Receivable
713.266.6900 • Fax: 713.266.7191

Attn: Judge Dan A. Gattis
c/o Mr. Mike Weaver
Prime Strategies, Inc.
1508 S. Lamar Blvd
Austin, TX 78704



January 19, 2009

Project No: 140-10235-000

Invoice No: 0000014

V# 29529
Holl
PTT0204-01-02
PTToll
3.1
Drell

Project 140-10235-000 US Hwy 79-FM 1063 to Milam County Line

Work Authorization No. 1

CSJ: 0204-04-042

Professional services from November 29, 2008 through December 26, 2008

Task 466 Williamson Construction Phase Svcs WA#2

Professional Personnel

	Hours	Rate	Amount
Graduate Engineer 3			
Garcia, Nicolas	6.00 ✓	90.00 ✓	540.00 ✓
Granado, Jason	5.00 ✓	90.00 ✓	450.00 ✓
Graduate Engineer 2			
Saucedo, Arnoldo	4.00 ✓	80.00 ✓	320.00 ✓
Clerical			
Garza, Stephanie	.50 ✓	60.00 ✓	30.00 ✓
Totals	15.50		1,340.00
Total Labor			1,340.00 ✓

Reimbursable Expenses

Communications		10.06 ✓	
Total Reimbursables	1.0 times	10.06	10.06
Total this task			\$1,350.06

Billing Limits

	Current	Prior	To-Date
Total Billings	1,350.06	735,272.86	736,622.92
Limit			740,165.22
Remaining			3,542.30

TOTAL THIS INVOICE

\$1,350.06

Handwritten signature and date 2-10-09

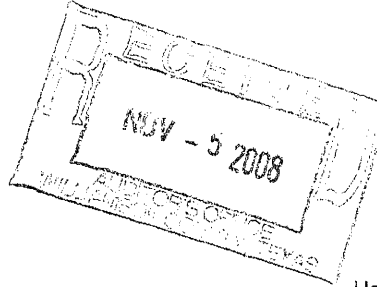
Sheets & Crossfield, P.C.

309 E. Main St.
Round Rock, TX 78664
(512) 255-8877

Statement as of October 31, 2008
Statement No. 22794

Williamson County
The Honorable Judge Dan A. Gattis
Williamson County Commissioner's Court
710 Main
Georgetown TX 78627

Hwy 79 (pass through) Thrall to Milam County Line
PTT0204-04-042
Matter ID: 1027.0621



Professional Fees:

			Hours	Amount
10/01/08	DJC	Telephone conference with Frank Stiles regarding median break issues, and work on exhibits regarding same.	0.40	\$72.00
10/05/08	DJC	Work on TCE issues for driveway replacement, and prepare draft form for same.	1.00	\$180.00
Sub-total Fees:			1.40	\$252.00

Total Now Due:

\$252.00

Timekeeper Summary

Name	Hours	Rate	Amount
Don Childs	1.40	180.00	\$252.00

[Signature]
11-05-08

[Signature]
11-5-08

Reimbursement Resolution for Pass Through Bond IH 35/SH 29 Turnaround Bridges
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$71,099.00 associated with IH-35/SH 29 Turnaround Bridges (PTT0015-08-122).

Background

Pass Through Finance Revenue Bond expected to be issued by the end of February 2009 and the general fund will be reimbursed.

Fiscal Impact

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

Attachments

Link: [Reimbursement Certificate Turnaround Bridges](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 09:08 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
IH35/SH29 Turnaround Bridges (PTT0015-08-122)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$71,099.00 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

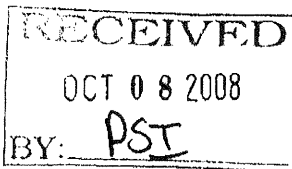
County Judge

Exhibit "A"

IH35/SH29 Turnaround Bridges (PTT0015-08-122)

(See Attached Invoices)

Austin Bridge & Road	Inv#07WC513-12	\$37,186.78
PBS&J	Inv#1019078	\$31,577.26
PBS&J	Inv#1031019	\$2,334.96



WILLIAMSON COUNTY
CONSTRUCTION ESTIMATE SUMMARY INVOICE

1408
old year V#15864
PT 0015-08-122
3.4
Can not

CONTRACTOR: Austin Bridge & Road PROJECT NO. 07WC513
VENDOR NO. _____ PROJECT NAME: IH-35 @ SH 29 Turnarounds
ADDRESS: 12112 Volente Road (RM 2760) CONTRACT AWARD DATE: 7-Aug-07
Austin, Texas 78726 CSJ NUMBER: 015-08-122
CONTACT PERSON: Darin Stiers ESTIMATE/INVOICE NO. 12 WILLIAMSON COUNTY
TELEPHONE # 512-219-5776 BILLING PERIOD: FROM: 1-Sep-08 TO: 30-Sep-08

Approved by: [Signature]

Funding Source: ☒ CO ☒ CO

CONTRACT FEE SUMMARY

ORIGINAL TOTAL CONTRACT AMOUNT: \$3,673,982.79 ✓
APPROVED CHANGE ORDERS: (+) \$12,222.30
(\$31,184.16) Km3
ADJUSTED TOTAL CONTRACT AMOUNT: (=) \$3,686,205.94
WORK COMPLETED TO DATE: \$3,571,619.07 ✓
MATERIALS ON HAND: (+) \$0.00
TOTAL EARNED TO DATE: (=) \$3,571,619.07 ✓
PREVIOUS PAYMENTS: (-) \$3,534,432.29 ✓
MISC. CREDITS: (-) \$0.00
LIQUIDATED DAMAGES: (-) \$0.00
CURRENT BILLING: (=) \$37,186.78 ✓

.33%
0.85% OF CHANGE IN ORIGINAL CONTRACT
Project/Dept. # 0015-08-122-3.4
Date 10/08/08
98% OF TIME USED TO DATE
Pay by: ☒ Check ☐ Wire
97% OF TOTAL CONTRACT EARNED TO DATE
✓ 209 CONTRACT WORKING DAYS
✓ 3 ADDITIONAL DAYS GRANTED
✓ 212 TOTAL CONTRACT WORKING DAYS
✓ 207 WORKING DAYS CHARGED TO DATE

I CERTIFY THAT THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT AND ALL DEDUCTIONS IN FAVOR OF THE COUNTY HAVE BEEN MADE.

CONTRACTOR: [Signature] for Gabe Castillo
Gabe Castillo, Austin Bridge & Road

DATE: 9/30/2008

CONSTRUCTION INSPECTOR: Clayton K Weber
Clayton Weber, PBS&J

DATE: 9-30-08

PROGRAM MANAGER: [Signature]
Michael Weaver, Prime Strategies

DATE: 10/9/08

WILLIAMSON COUNTY JUDGE: [Signature]
Judge Dan A. Gattis, Williamson County

DATE: 10-17-08

Received

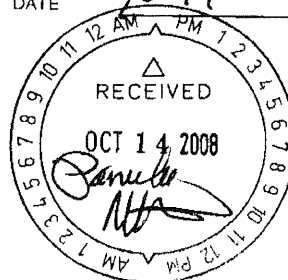
OCT 03 2008

HNTB Corporation
Round Rock

Received

OCT 10 2008

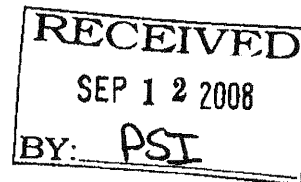
HNTB Corporation
Round Rock



Km2 10/7/08
2m 10/7/08
5/8/08 10/5/08



V# 17538
OTT 0015-08422
OTT 21
3.1
prop.



Williamson County
Attn: Michael Weaver
Prime Strategies
1508 S. Lamar Blvd.
Austin, TX 78704

Invoice Date: 10-SEP-08
Project #: 044192600
Invoice #: 1019078

Work Auth No. 1

Project Description : Will Go Pass Through SH29 & 1-35
Invoice Comments:
Invoicing Period : to 31-AUG-2008

Basic Services

Lump Sum
Rate Labor
Multiplier Labor
Survey Crews
Direct Expenses
Sub Consultants

Retainage
Sales Tax

Total Due this Invoice

Current

\$0.00
\$24,172.26
\$0.00
\$0.00
\$0.00
\$7,405.00
\$0.00
\$31,577.26

Contract Amount : \$437,061.20
Previous: \$206,914.05
Balance : \$198,569.89

Remit to: PBS&J
PO Box 848176
Dallas, TX 75284-8176
Tax ID #: 59-0896138

**WILLIAMSON COUNTY
INVOICE**

Approved by:

Funding Source: ☒ GO ☒ CO

Other:

0015-08-122-3.1
Project/Dept. #

Date 09.12.08

Pay by: ☒ Check ☐ Wire

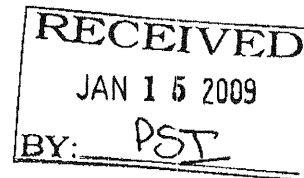


Williamson County
Attn: Michael Weaver
Prime Strategies
1508 S. Lamar Blvd.
Austin, TX 78704

Work Auth No. 1

V# 17538
AUS
OTT 0015-08-122
OTT all
3.4
cost

2-02-09



Invoice Date: January 13, 2009
Project #: 044192600
Invoice #: 1031019

Project Description : Will Co Pass Through SH29 & I-35
Invoice Comments:
Invoicing Period : December 01, 2008 to December 31, 2008 ✓

Basic Services

Lump Sum
Rate Labor
Multiplier Labor
Survey Crews
Direct Expenses
Sub Consultants

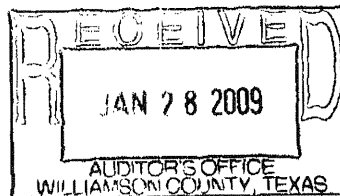
Total Invoice

Retainage
Sales Tax
Total Due this Invoice

Contract Amount : \$277,061.20
Previous Billed: \$264,420.12
Billed to Date \$266,755.08
Contract Balance : \$10,306.12

Retainage Summary

Held this Invoice: \$0.00
Held to date: \$0.00



Current

\$0.00
\$2,334.96
\$0.00
\$0.00
\$0.00
\$0.00

\$2,334.96

\$0.00

\$2,334.96

WILLIAMSON COUNTY
INVOICE

Approved by:

Funding Source: ☒ GO ☒ CO

Other:

0015-08-122-3.4
Project/Dept. #

Date 01/15/09

Pay by: ☒ Check ☐ Wire

Remit to:
PBS&J
PO Box 848176
Dallas, TX 75284-8176
Tax ID #: 59-0896138

Reimbursement Resolution for Pass Through Bond RM 2338 from FM 3405
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$212,325.73 associated with RM 2338 from FM 3405 to Ronald Reagan Boulevard (PTT2211-01-023).

Background

Pass Through Finance Revenue Bond expected to be issued by the end of February 2009 and the general fund will be reimbursed once bonds are issued.

Fiscal Impact

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

Attachments

Link: [Reimbursement Cert RM 2338 from FM 3405](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 09:25 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
RM 2338 from FM 3405 to Ronald Reagan (PTT2211-01-023)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$212,325.73 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

County Judge

Exhibit "A"

RM 2338 from FM 3405 to Ronald Reagan (PTT2211-01-023)

(See Attached Invoices)

Pedernales Electric Company	Inv#4031	\$133,123.98
Steger Bizzell	Inv#992827	\$21,514.24
Steger Bizzell	Inv#993047	\$22,612.42
Steger Bizzell	Inv#993165	\$35,075.09



Pedernales Electric Cooperative, Inc.

P.O. Box 1

Johnson City, Texas 78636

Invoice: 4031

Date: 09/05/2008

ID #: 174954

To: HNTB Corp
Attn: Ms. Laura Harris
14 Galloping Road
Round Rock TX 78681

FI 08
old year
V# 404-N1
OTT 211-02-023
OTT all
3.4
const

Utility Relocation FM 2338 & 3405

ITEM	ITEM DESCRIPTION	AMOUNT
001	Labor & Material	133,123.98
	Total Amount Invoiced	133,123.98
	Tax Amount	
	Balance Due	133,123.98
<p>Invoice for relocating facilities along FM 2338 and Ronald Reagan Blvd.</p> <p>WO# 43642 Job Name: Relocation at FM 2338 & RR Blvd (Part 2)</p> <p>Direct Inquires to: Nathan Burns Northern District Engineering Supervisor</p> <p>Phone: 1-888-554-4732, ext. 7346</p> <p>WILLIAMSON COUNTY INVOICE</p> <p>Approved by: <i>[Signature]</i></p> <p>Funding Source: <input checked="" type="checkbox"/> CO <input checked="" type="checkbox"/> CO</p> <p>Other: <input type="text"/></p> <p>221-01-023-3.1 Project/Dept. #</p> <p>Date 10/06/08</p> <p>Pay by: <input checked="" type="checkbox"/> Check <input type="checkbox"/> Wire</p> <p>OK - <i>[Signature]</i></p> <p><i>[Signature]</i></p> <p>RECEIVED OCT 06 2008 BY: PSI</p> <p>Received SEP 11 2008 HNTB Corporation Round Rock</p> <p><i>[Signature]</i> 10-13-08</p>		

Payment Due Upon Receipt

Please make payments payable to:
Pedernales Electric Cooperative, Inc.
P.O. Box 1, Johnson City, Texas 78636

Pay by credit card at
any PEC office or by phone
(888) 554-4732

STEEGER BIZZELL

RECEIVED

SEP 16 2008

BY: PSI

Page 1 of 1

1978 S. Austin Ave.
Georgetown, TX 78626
Tel: (512) 930-9412 Fax: (512) 930-9418

Invoice Date	Invoice Num
Sep 15, 2008	992827
Billing From	Billing To
Jul 26, 2008	Aug 25, 2008

Hon. Dan Gattis
Williamson County
C/O Prime Strategies Inc., Mike Weaver
1508 S. Lamar Blvd.
Austin TX 78704

Project # 20083

Project Name: Williamson Co. - RM 2338 CS# 2211-01-023

INVOICE

For professional services associated with the widening of RM 2338 from FM 3405 to Parmer Lane and survey and design of RM 2338, Work Authorization #1, CS# 2211-01-023, work to date:

Re: Prepare construction plans

Description	Hours	Rate	Cost	Tax Amt	Amount
Services:					
2 Man Survey Crew	35.25	\$105.00	\$3,701.25	\$0.00	\$3,701.25
Engineer (Principal)	62.80	\$160.00	\$10,048.00	\$0.00	\$10,048.00
Engineer in Training (E.I.T.)	8.00	\$95.00	\$760.00	\$0.00	\$760.00
Registered Surveyor	1.00	\$100.00	\$100.00	\$0.00	\$100.00
Senior Technician	71.01	\$95.00	\$6,745.95	\$0.00	\$6,745.95
Total Services:			\$21,355.20	\$0.00	\$21,355.20

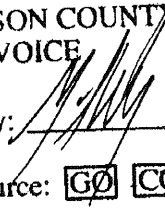
Reimbursable Expenses:

8/19/2008	Subconsultant	\$159.94	\$0.00	\$159.94
Total Expenses:		\$159.94	\$0.00	\$159.94

Total Amount Due This Invoice: **\$21,515.14**

This invoice is due upon receipt

WILLIAMSON COUNTY
INVOICE

Approved by: 

Funding Source: ☒ GO ☒ CO

Other:

Project/Dept. # 2211-01-023-3.1

Date 09/16/08

Pay by: ☒ Check ☐ Wire



Handwritten notes and signatures:
#535
Geo
BT 2211-01-023
Mottall
3.1
One



1978 S. Austin Ave.
Georgetown, TX 78626
Tel: (512) 930-9412 Fax: (512) 930-9416

JAN 05 2009

PSI

Page 1 of 1

Invoice Date

Dec 30, 2008

Invoice Num

993047

Billing From

Oct 26, 2008

Billing To

Nov 25, 2008

V# 535

CEO

PTT 2211-01-023

PTT all

3.1

Prof.

Project#: 20863:

Project Name: Williamson Co. - RM 2338 CSJ# 2211-01-023

Hon. Dan Gattis
Williamson County
C/O Prime Strategies Inc., Mike Weaver
1508 S. Lamar Blvd.
Austin TX 78704

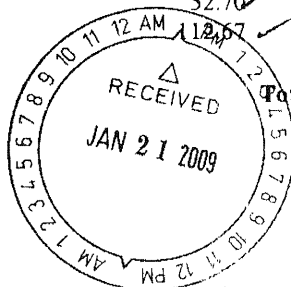
1-23-09

INVOICE

For professional services associated with the widening of RM 2338 from FM 3405 to Parmer Lane and survey and design of RM 2338, Work Authorization # CSJ# 2211-01-023, work to date:

Re: Update cost estimate, preliminary WPAP design, develop sequencing, meetings

Description	Hours	Rate	Cost	Tax Amt	Amount
Services:					
2 Man Survey Crew	15.00	\$105.00	\$1,575.00	\$0.00	\$1,575.00
CADD Technician/Draftsman	7.50	\$80.00	\$600.00	\$0.00	\$600.00
Engineer (Principal)	52.70	\$160.00	\$8,432.00	\$0.00	\$8,432.00
Senior Technician	12.67	\$95.00	\$10,703.65	\$0.00	\$10,703.65
Total Services:			\$21,310.65	\$0.00	\$21,310.65
Reimbursable Expenses:					
10/30/2008 Subconsultant			\$944.97	\$0.00	\$944.97
10/30/2008 Subconsultant			\$15.00	\$0.00	\$15.00
10/28/2008 Document Engine			\$370.00	\$0.00	\$370.00
Total Expenses:			\$1,329.97	\$0.00	\$1,329.97



Total Amount Due This Invoice:

~~\$22,640.62~~

WILLIAMSON COUNTY
INVOICE

This invoice is due upon receipt

22,642.42

Approved by:

Funding Source: ☒ GO ☒ CO

Other:

2211-01-023-3.1
Project/Dept. #

Date 01/05/09

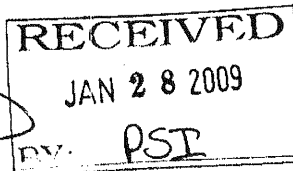
Pay by: ☒ Check ☐ Wire

1-14-09



1978 S. Austin Ave.
Georgetown, TX 78626
Tel: (512) 930-9412 Fax: (512) 930-9416

Hon. Dan Gattis
Williamson County
C/O Prime Strategies Inc., Mike Weaver
1508 S. Lamar Blvd.
Austin TX 78704



Page 1 of 1

Invoice Date
Jan 27, 2009
Billing From
Nov 26, 2008

Invoice Num
993165
Billing To
Jan 25, 2009

V#535
GEO
OT 2211-01-023
277all
31
Brief

Project#: 20863:
Project Name: Williamson Co.- RM 2338 CSJ# 2211-01-023

2-02-09

INVOICE

For professional services associated with the widening of RM 2338 from FM 3405 to Parmer Lane and survey and design of RM 2338, Work Authorization #1, CSJ# 2211-01-023, work to date:

Re: Prepare 90% plans, review culvert hydraulics, update right-of-way parcel maps

Description	Hours	Rate	Cost	Tax Amt	Amount
Services:					
CADD Technician/Draftsman	7.00	\$80.00	\$560.00	\$0.00	\$560.00
Clerical	1.00	\$65.00	\$65.00	\$0.00	\$65.00
Engineer (Principal)	50.20	\$160.00	\$8,032.00	\$0.00	\$8,032.00
Project Specialist 2	2.50	\$150.00	\$375.00	\$0.00	\$375.00
Senior Technician	210.34	\$95.00	\$19,982.30	\$0.00	\$19,982.30
Total Services:			\$29,014.30	\$0.00	\$29,014.30

Reimbursable Expenses:

1/15/2009	Subconsultant		\$3,016.14	\$0.00	\$3,016.14
1/13/2009	Capitol Courier		\$34.75	\$0.00	\$34.75
12/17/2008	Subconsultant		\$2,379.90	\$0.00	\$2,379.90
12/9/2008	Subconsultant		\$630.00	\$0.00	\$630.00
Total Expenses:			\$6,060.79	\$0.00	\$6,060.79

WILLIAMSON COUNTY
INVOICE

Approved by:

Funding Source: ☒ GO ☒ CO

Other: _____

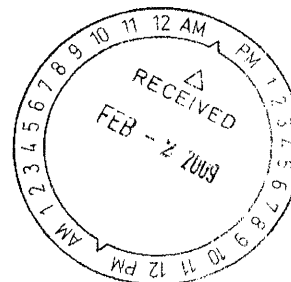
2211-01-023-3.1
Project/Dept. #

Date 01/28/09

Pay by: ☒ Check ☐ Wire

Total Amount Due This Invoice: **\$35,075.09**

This invoice is due upon receipt



Reimbursement Resolution for Pass Through Bond Allocation All Projects
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Bond for various invoices in the amount of \$117,285.87 associated with US 79 Section 3, US 79 Section 5A, US Section 5B, FM 1660, US 183A Extension, and FM 3405 to Ronald Reagan Boulevard.

Background

Pass Through Finance Revenue Bond expected to be issued by the end of February 2009 and the general fund will be reimbursed once bonds are issued.

Fiscal Impact

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

Attachments

Link: [Reimbursement Certificate Allocation All Projects](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 09:31 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
US 79 Section 3 (PTT0204-02-027), US 79 Section 5A (PTT0204-04-040),
US 79 Section 5A (PTT0204-04-042), FM 1660 (PTT1566-01-009), US 183A Extension (PTT0273-04-026)
FM 3405 to Ronald Reagan Blvd (PTT2211-01-023)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$117,285.87 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

County Judge

Exhibit "A"

**US 79 Section 3 (PTT0204-02-027), US 79 Section 5A (PTT0204-04-040),
US 79 Section 5A (PTT0204-04-042), FM 1660 (PTT1566-01-009), US 183A Extension (PTT0273-04-026)
FM 3405 to Ronald Reagan Blvd (PTT2211-01-023)**

(See Attached Invoices)

The Honorable Judge Dan A. Gattis
c/o Peggy Vasquez
Williamson County
710 South Main Street, 1st Floor
Georgetown, Texas 78626

✓# 16899
ans
Re attached
allocations
1-1 Prof.

12/30/08
Ref: WC.155
Invoice Number WC-12.08
CONTINUED

Activities during the period of December 1, 2008 through December 31, 2008 included:

ROAD BOND MANAGEMENT

Professional Fees for Road Bond Management

Principal (Weaver)	68.00 hours @ \$150/hour	\$10,200.00
Senior Engineer (Reed)	4.00 hours @ \$100/hour	\$400.00
Project Manager (Gruber)	4.75 hours @ \$90/hour	\$427.50
Technician (Flores/Gray/Walters/Cabello)	111.75 hours @ \$60/hour	\$6,705.00

Total Professional Fees for Road Bond Management	188.50	\$17,732.50
--	--------	-------------

Out of Pocket Expenses for Road Bond Management

Miscellaneous expenses (see attached)	\$742.91
---------------------------------------	----------

Total Out of Pocket Expenses for Road Bond Management	\$742.91
---	----------

Total Professional Fees and Out of Pocket Expenses for Road Bond Management	\$18,475.41
---	-------------

Sub-Contract Services (see attached invoices)

HNTB	\$102,143.51
------	--------------

Concept Development & Planning

Total Sub-Contractor Services	\$102,143.51
-------------------------------	--------------

TOTAL FOR ROAD BOND MANAGEMENT

\$120,618.92

PASS THRU FINANCING

Professional Fees for Pass Thru Financing

Principal (Weaver)	13.00 hours @ \$150/hour	\$1,950.00
Senior Engineer (Reed)	hours @ \$100/hour	\$0.00
Technician (Flores/Gray/Walters/Cabello)	23.50 hours @ \$60/hour	\$1,410.00

Total Professional Fees for Pass Thru Financing	36.50	\$3,360.00
---	-------	------------

Out of Pocket Expenses for Pass Thru Financing

Miscellaneous expenses (see attached)	\$115.60
---------------------------------------	----------

Total Out of Pocket Expenses for Pass Thru Financing	\$115.60
--	----------

Total Professional Fees and Out of Pocket Expenses for Pass Thru Financing	\$3,475.60
--	------------

Sub-Contract Services (see attached invoices)

HNTB	\$56,073.76
------	-------------

Total Sub-Contractor Services	\$56,073.76
-------------------------------	-------------

TOTAL FOR PASS THRU FINANCING

\$59,549.36

TOTAL NOW DUE

\$180,168.28

Michael J. Weaver

PRIME
STRATEGIES,
INC.

1508 S. Lamar Blvd.

Austin, Texas 78704

Voice 512.445.7074

Fax 512.445.7064

P

1-27-09



Alba Utility & Service Consultants, Inc.

Invoice 1005 Cover Sheet

RECEIVED

NOV 07 2008

BY: PSI

The Honorable Judge Dan A. Gattis

c/o Michael Weaver

Prime Strategies, Inc.

1508 S. Lamar Blvd.

Austin, TX 78704

Work Authorization #1

V#33437

AUS

re attached allocation

3.3

Pro

Activities during the period of September 29, 2008 through October 31, 2008 are listed:

ROAD BOND PROGRAM

WILLAMSON COUNTY

Professional Fees for Road Bond Program

INVOICE

Project Manager

122.5 hours @ \$135/hr

\$ 16,537.50

Senior Utility Engineer

154.5 hours @ \$130/hr

\$ 20,085.00

Utility Coordinator

153 hours @ \$120/hr

\$ 18,360.00

Utility Specialist

109.5 hours @ \$104/hr

\$ 11,388.00

Administration

36 hours @ \$60/hr

\$ 2,160.00

Approved by: _____

Funding Source: ☒ GO ☒ CO

Total Professional Fees for Road Bond Program

\$ 68,530.50

Out of Pocket Expenses for Road Bond Program

Subconsultant expenses (see attached)

Mileage (see attached)

Shipping/Postage/Copying (see attached)

Tolls (see attached)

Project/Dept. # PALL-3.3

Date 11/07/08

1393 miles @ \$0.585/mi

66.87

Pay by: ☒ Check

☐ Wire

Total Out of Pocket Expenses for Road Bond Program

\$ 44,276.23

TOTAL FOR ROAD BOND PROGRAM

\$ 82,806.73

PASS THRU PROGRAM

Professional Fees for Pass Thru Program

Project Manager

123.5 hours @ \$135/hr

\$ 16,672.50

Senior Utility Engineer

112.5 hours @ \$130/hr

\$ 14,625.00

Utility Coordinator

84 hours @ \$120/hr

\$ 10,080.00

Utility Specialist

118.5 hours @ \$104/hr

\$ 12,324.00

Administration

36 hours @ \$60/hr

\$ 2,160.00

Total Professional Fees for Pass Thru Program

\$ 55,861.50

Out of Pocket Expenses for Pass Thru Program

Subconsultant expenses (see attached)

Mileage (see attached)

Shipping/Postage/Copying (see attached)

Tolls (see attached)

Approved by: _____

Funding Source: ☒ GO ☒ CO

Other: _____

Total Out of Pocket Expenses for Pass Thru Program

\$ 1,935.01

TOTAL FOR PASS THRU PROGRAM

\$ 57,796.51

TOTAL DUE NOW

\$ 140,603.23

Jesse Alba, President

Alba Utility & Service Consultants, Inc.

11/7/2008

Date

11-17-08

Williamson County
PTTOLLING Allocation

	Active Projects	Budget	Total Budget	% of	Invoice Amount		Invoice Allocation
					\$	\$	
PTT0204-02-027	US 79 EAST HUTTO TO CR 402	\$ 19,975,000.00	\$ 118,880,000.00	16.8%	\$ 57,736.51	\$ 57,736.51	\$9,701.26
PTT0204-04-040	US 79 E OF TAYLOR TO THRALL	\$ 24,150,000.00	\$ 118,880,000.00	20.3%	\$ 57,736.51	\$ 57,736.51	\$11,728.94
PTT0204-04-042	US 79 THRALL TO MILAM CO LINE	\$ 24,080,000.00	\$ 118,880,000.00	20.3%	\$ 57,736.51	\$ 57,736.51	\$11,694.95
PTT1566-01-009	FM 1660 CR 134 TO CR 101	\$ 23,200,000.00	\$ 118,880,000.00	19.5%	\$ 57,736.51	\$ 57,736.51	\$11,267.56
PTT0273-04-026	US 183 SAN GABRIEL TO SH 29	\$ 17,550,000.00	\$ 118,880,000.00	14.8%	\$ 57,736.51	\$ 57,736.51	\$8,523.52
PTT2211-01-023	FM 3405 TO REAGAN BLVD	\$ 9,925,000.00	\$ 118,880,000.00	8.3%	\$ 57,736.51	\$ 57,736.51	\$4,820.28
		\$ -					
	TOTAL	\$ 118,880,000.00		100.0%			\$57,736.51

Notes: All the above: Task ~~3.1~~ 3.3 Award PTTOLLING Expenditure Type Prof Services
PTT(# above)

Reimbursement Resolution for Pass Through Bond US 79 Section 5A and Section 5B
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Bond for various invoices in the amount \$81,686.49 associated with US 79 Section 5A (PTT0204-04-040) and US 79 Section 5B (PTT0204-04-042).

Background

Pass Through Finance Revenue Bond expected to be issued by the end of February 2009 and the general fund will be reimbursed once bonds are issued.

Fiscal Impact

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

Attachments

Link: [Reimbursment Cert US 79 Section 5A & 5B](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 09:36 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
US 79 Section 5A & Section 5B (PTT0204-04-040 & PTT0204-04-042)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$81,686.49 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

County Judge

Exhibit "A"

US 79 Section 5A & Section 5B (PTT0204-04-040 & PTT0204-04-042)

(See Attached Invoices)

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. : P.O. Box 191294 : Dallas, TX 75219 : 214.871.3311 phone : 214.303.0923 fax : huitt-zollars.com

INVOICE

Williamson County
c/o Prime Strategies, Inc.
Mr. Michael Weaver
1508 South Lamar Blvd
Austin, TX 78704

Project: US 79 (Sections 5B & 5A)-W.A. #1
HZ Project No. 18007901

V#33031

DAL

OTT 0204-04-040 \$2,492.38
OTT 0204-04-042 \$2,492.38

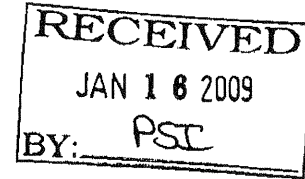
OTT all

3.1

Chaf

January 16, 2009

Invoice No: 1800790108

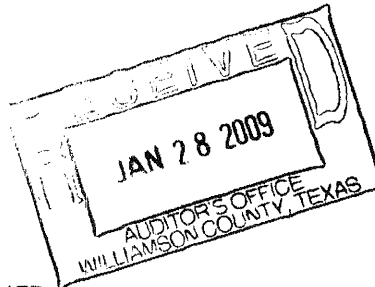


- Work Authorization #1
- US 79 Section 5A & 5B Pass Through Construction Management
- CSJ: 0204-04-042 & 0204-04-040

For Professional Services rendered from November 30, 2008 through January 3, 2009.

Reimbursable Expenses

AT&T (831-000-1232 309)
CPL RETAIL ENERGY
FEDEX
GE CAPITAL
MOBILE MINI I, INC.
NOACK WATER SUPPLY CORP.
S & D PLUMBING - GIDDINGS, LLC
TAMCO CAPITAL CORPORATION
THRALL GIN COMPANY, INC.
VERIZON SOUTHWEST (10 5493 288618175)
Z OFFICE CONCEPTS INC.



894.13
368.83
24.02
454.50
942.50
22.00
195.00
278.28
500.00
200.50
1,105.00
4,984.76

Total Reimbursables

TOTAL DUE THIS INVOICE

\$4,984.76

Kenneth L. "Zeke" Zieschang, P.E.
Project Manager

WILLIAMSON COUNTY
INVOICE

Approved by: *[Signature]*

Funding Source: ☒ GO ☒ CO

Other:

Project/Dept. # 3.1

Date 01/16/09

PLEASE REMIT TO: Huitt-Zollars, Inc., P.O. Box 191294, Dallas TX 75219

Pay by:

☒ Check

☐ Wire

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

INVOICE

Williamson County
c/o Prime Strategies, Inc.
Mr. Michael Weaver
1508 South Lamar Blvd
Austin, TX 78704

Project: US 79 (Sections 5B & 5A)-W.A. #2
HZ Project No. 18007902

V# 33031

DAL

PTT 0204-04-040

PTT 0204-04-042

OTTell

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~~Bruf~~

[Signature]

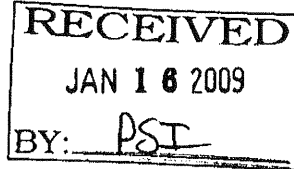
2-02-09

January 16, 2009

Invoice No: 1800790207

\$34,782.84

\$34,782.84



- Work Authorization #2
- US 79 Section 5A & 5B Pass Through Construction Management
- CSJ: 0204-04-042 & 0204-04-040

For Professional Services rendered from November 30, 2008 through January 3, 2009.

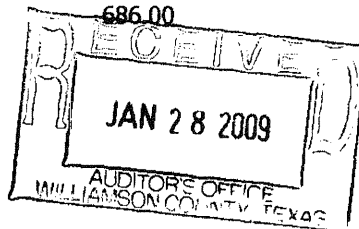
PROFESSIONAL LABOR CHARGES

	Hours	Rate	Amount
Project Principal	1.00	207.00	207.00
Project Manager	138.00	159.00	21,942.00
Lead Field Inspector	192.00	100.00	19,200.00
Field Inspector	179.00	76.00	13,604.00
Administrative Assistant	176.00	45.00	7,920.00
Totals	686.00		62,873.00
Total Labor			62,873.00

Sub-Consultants

HDR Engineering, Inc.

Total Sub-Consultants



5,401.57
5,401.57

Unit Billing

Mileage

2,207 miles

Total Units

WILLIAMSON COUNTY
INVOICE

1,291.10
1,291.10

Approved by: *[Signature]*

Funding Source: ☒ GO ☒ CO

TOTAL DUE THIS INVOICE

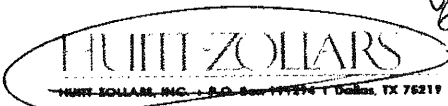
\$69,565.67

Kenneth L. "Zeke" Zieschang, P.E.
Project Manager

Project/Dept. # -3.1

Date 01/16/09

PLEASE REMIT TO: Huitt-Zollars, Inc., P.O. Box 191294, Dallas, TX 75219



HUNT ZOLLARS, INC. - P.O. Box 199294 - Dallas, TX 76219 - 214.871.3311 phone - 214.383.0923 fax - hunt-zollars.com

INVOICE

Williamson County
c/o Prime Strategies, Inc.
Mr. Michael Weaver
1508 South Lamar Blvd
Austin, TX 78704

US 79 Section 5A & 5B Pass Through Construction Management

HZ Project No. 18007901 - US 79 Sections 5B & 5A

For Professional Services rendered from August 31, 2008 through September 27, 2008.

Work Authorization #1

CSJ: 0204-04-042

PROFESSIONAL LABOR CHARGES

	Hours	Rate	Amount
Lead Field Inspector	0.00	100.00	0.00
Totals	0.00		0.00
Total Labor			\$0.00

Reimbursable Expenses

Field Office

MOBILE MINI I, INC.
CPL RETAIL ENERGY
S & D PLUMBING - GIDDINGS, LLC
FEDEX
VERIZON SOUTHWEST (10 5493 2886181758 10)
KENNETH ZIESCHANG
THRALL GIN COMPANY
NOACK WATER SUPPLY
Z OFFICE CONCEPTS

942.50 ✓

317.39 ✓

195.00 ✓

17.04 ✓

212.13 ✓

500.00 ✓

22.00 ✓

1,105.00 ✓

Subtotal for Field Office Expenses

2,313.54

3,311.06
3,313.54

Total for Reimbursable Expenses

TOTAL DUE THIS INVOICE

\$3,313.54

WILLIAMSON COUNTY
INVOICE

Kenneth L. "Zeke" Zieschang, P.E.
Project Manager

Approved by: *[Signature]*

Funding Source: ☒ GO ☒ CO

Other: _____

Project/Dept. # -3.4

Date 10 / 13 / 08

Pay by: ☒ Check ☐ Wire

0204-04-040
0204-04-042

10-22-08
10-29-08

DIAMOND SURVEYING, INC.
EXCELLENCE IN LAND SURVEYING

PO BOX 1937
GEORGETOWN, TX 78627

OFFICE: (512) 931-3100
FAX: (512) 930-5391

INVOICE FOR SERVICES

Huitt-Zollars, Inc.
Attn.: Mr. Kenneth L. "Zeke" Zieschang, P.E.
3701 Executive Center Drive, Suite 101
Austin, Texas 78731

January 21, 2009
Inv. #2009-07

Re: Survey Control for Project No. 08WC619, CSJ No. 0204-04-040, project
name US 79 - Section 5A

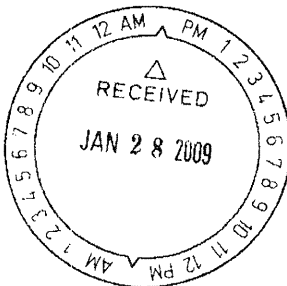
Invoice for survey services to date related to finding and verifying the vertical
control points for the US 79 -Section 5A project, located between Thrall and
Taylor, Texas.

DATE	CREW	SERVICE	HOURS	RATE	SUB-TOTAL
01/16/09	GR	PROJECT SURVEYOR	0.5	\$90.00	\$45.00
01/16/09	GR,JD	2 MAN FIELD CREW	9.5	\$130.00	\$1,235.00
01/16/09	SS	PROJECT SURVEYOR	2.0	\$90.00	\$180.00
01/19/09	GR,LL	2 MAN FIELD CREW	8.5	\$130.00	\$1,105.00
01/20/09	GR	PROJECT SURVEYOR	4.0	\$90.00	\$360.00
01/20/09	SS	PROJECT SURVEYOR	1.0	\$90.00	\$90.00
01/21/09	GR	PROJECT SURVEYOR	6.0	\$90.00	\$540.00
01/21/09	SS	PROJECT SURVEYOR	3.0	\$90.00	\$270.00
TOTAL HOURS:			34.5	TOTAL DUE:	\$3,825.00

**SEE ATTACHMENT - REQUESTED BY WILLIAMSON COUNTY AUDITOR'S OFFICE

Thank you,

Gary A. Rockwood
Gary A. Rockwood



Huitt Zollars, Inc.
JAN 23 2009

File: HZ 100.3

Reimbursement Resolution for Pass Through Finance Bond Allocation Selected Projects
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for Alba Utility in the amount of \$34,348.85 associated with US 79 Section 3 (PTT0204-02-027), US 79 Section 5A (PTT0204-04-040), US 79 Section 5B (PTT0204-04-042), FM 1660 (PTT1566-01-009) and US 183A Extension (PTT0273-04-026).

Background

Pass Through Finance Revenue Bond expected to be issued by the end of February 2009 and the general fund will be reimbursed once bonds are issued.

Fiscal Impact

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

Attachments

Link: [Reimbursement Cert Alba PTF All](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 09:43 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
US 79 Section 3 (PTT0204-02-027), US 79 Section 5A (PTT0204-04-040),
US 79 Section 5B (PTT0204-04-042), FM 1660 (PTT1566-01-009), US 183A Extension (PTT0273-04-026)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$34,348.85 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

County Judge

Exhibit "A"

**US 79 Section 3 (PTT0204-02-027), US 79 Section 5A (PTT0204-04-040),
US 79 Section 5B (PTT0204-04-042), FM 1660 (PTT1566-01-009), US 183A Extension (PTT0273-04-026)**

(See Attached Invoice)



Alba Utility & Service Consultants, Inc.

Invoice 1007/Cover Sheet

RECEIVED

JAN 13 2009

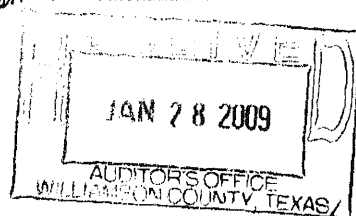
BY: PSI

The Honorable Judge Dan A. Gattis
c/o Michael Weaver
Prime Strategies, Inc.
1508 S. Lamar Blvd.
Austin, TX 78704

V# 33437

Outs
Reattached allocation
3.3 Prof

Work Authorization #1



Dec. 1

Jan. 2, 2009

Activities during the period of ~~November 1, 2008 through November 30, 2008~~ included:

ROAD BOND PROGRAM

Professional Fees for Road Bond Program

Project Manager	90.5 hours @ \$135/hr	\$ 12,217.50
Senior Utility Engineer	154 hours @ \$130/hr	\$ 20,020.00
Utility Coordinator	138.5 hours @ \$120/hr	\$ 16,620.00
Utility Specialist	85 hours @ \$104/hr	\$ 8,840.00
Administration	14 hours @ \$60/hr	\$ 840.00

WILLIAMSON COUNTY
INVOICE

Approved by: *[Signature]*

Total Professional Fees for Road Bond Program

\$ 58,537.50

Out of Pocket Expenses for Road Bond Program

Funding Source: ☒ GO ☒ CO
Subconsultant expenses (see attached)
Mileage (see attached) Other: 1356 miles @ \$0.585/mi
Shipping/Postage/Copying (see attached)
Tolls (see attached)

\$ -
\$ 793.26
\$ 220.26
\$ 30.01

Project/Dept. # PALL-3.3

Total Out of Pocket Expenses for Road Bond Program

\$ 1,053.53

Date 01 / 13 / 09

TOTAL FOR ROAD BOND PROGRAM

\$ 59,591.03

Pay by: ☒ Check ☐ Wire

PASS THRU PROGRAM

Professional Fees for Pass Thru Program

Project Manager	78 hours @ \$135/hr	\$ 10,530.00
Senior Utility Engineer	64 hours @ \$130/hr	\$ 8,320.00
Utility Coordinator	56 hours @ \$120/hr	\$ 6,720.00
Utility Specialist	71.5 hours @ \$104/hr	\$ 7,436.00
Administration	14 hours @ \$60/hr	\$ 840.00

*NOT including Williams Dr. RM2338 P-183

Total Professional Fees for Pass Thru Program

\$ 33,846.00

WILLIAMSON COUNTY
INVOICE

Out of Pocket Expenses for Pass Thru Program

Subconsultant expenses (see attached)
Mileage (see attached) Approved by: *[Signature]*
Shipping/Postage/Copying (see attached) Funding Source: ☒ GO ☒ CO
Tolls (see attached) Other:

\$ -
\$ 454.55
\$ 38.79
\$ 9.51

Total Out of Pocket Expenses for Pass Thru Program

\$ 502.85

TOTAL FOR PASS THRU PROGRAM

\$ 34,348.85

TOTAL DUE NOW

\$ 93,937.60

0204-02-027
0204-04-040
0204-04-042
1566-01-009
0273-04-026

Project/Dept. # -3.3

Date 01 / 13 / 09

Pay by: ☒ Check ☐ Wire

Jesse Alba, President
Alba Utility & Service Consultants, Inc.

1/12/2009

Date

2-02 09

93,937.60
paying

Williamson County
PTTOLLING Allocation

	Active Projects	Budget	Total Budget	% of	Invoice Amount	Invoice Allocation
PTT0204-02-027	US 79 EAST HUTTO TO CR 402	\$ 19,975,000.00	\$ 108,955,000.00	18.3%	\$ 34,348.85	\$6,297.26 ²⁷
PTT0204-04-040	US 79 E OF TAYLOR TO THRALL	\$ 24,150,000.00	\$ 108,955,000.00	22.2%	\$ 34,348.85	\$7,613.46
PTT0204-04-042	US 79 THRALL TO MILAM CO LINE	\$ 24,080,000.00	\$ 108,955,000.00	22.1%	\$ 34,348.85	\$7,591.39
PTT1566-01-009	FM 1660 CR 134 TO CR 101	\$ 23,200,000.00	\$ 108,955,000.00	21.3%	\$ 34,348.85	\$7,313.97
PTT0273-04-026	US 183 SAN GABRIEL TO SH 29	\$ 17,550,000.00	\$ 108,955,000.00	16.1%	\$ 34,348.85	\$5,532.76
		\$ -				
	TOTAL	\$ 108,955,000.00		100.0%		\$34,348.85

Notes: All the above:
PTT(# above)

Award PTTOLLING

Expenditure Type Prof Services

Reimbursement Resolution for Pass Through Finance Bond Allocation US 79 Section 3
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$1,562,289.95 associated with US 79 Section 3 (PTT0204-02-027).

Background

Pass Through Finance Revenue Bond expected to be issued by the end of February 2009 and the general fund will be reimbursed once bonds are issued.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Reimbursement Certificate US 79 Section 3](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 10:03 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
US 79 Section 3 (PTT0204-02-027)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$1,562,289.95 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

County Judge

Exhibit "A"

US 79 Section 3 (PTT0204-02-027)

(See Attached Invoices)

Daniel Dwayne Krueger	Parcel 40, 1.428 Acres	\$225,461.70
Daniel Dwayne Krueger	Parcel 39, 1.679 Acres	\$37,527.07
Treila Krueger-Aery	Parcel 39, 1.679 Acres	\$37,527.08
Trona T Blaha	Parcel 39, 1.679 Acres	\$75,054.15
Koch Pipeline	Inv#R84041460	\$64,118.50
Sheets & Crossfield	Inv#22795	\$13,523.15
Texas American Title	Parcel 43	\$669,569.75
Texas American Title	Parcel 36	\$372,891.60
Texas American Title	Parcel 45	\$66,616.95

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

0770204-02027 Request for Check

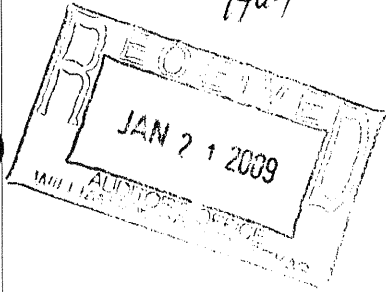
Orrell

2.3

Row

1-22-09

HOLD



Project Name: WMCO Bonds Hwy 79/Section 3

Legal description:

1.428 acres out of the J.J. Stubblefield survey, ABS No. 562 (Parcel 40)

Name on Check:

Daniel Dwayne Krueger

SSN#:

463-92-4505

Mailing Address:

PO Box 667
Hutto, TX 78634-0667

HOLD

HOLD

Amount of Check:

\$225,461.70

Date to Pick Up Check:

1/27/09

Requested by:

Lisa Dworaczyk

Date: 1/21/09

Lisa Dworaczyk

Sheets & Crossfield, P.C.

HOLD

Approved by:

Dan A. Gattis

Date: 1/21/09

Dan A. Gattis, County Judge
Williamson County

HOLD

Blank WMCO check request (00111875).DOC/jw

1 POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, DANIEL DWAYNE KRUEGER, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, "GRANTEE", plans to acquire a fee simple interest in the tract(s) of land described in Exhibit "A", whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the Highway 79 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the sum of THREE HUNDRED TWENTY FIVE THOUSAND FOUR HUNDRED SIXTY ONE AND 70/100 DOLLARS (\$225,461.70) paid by the GRANTEE, which amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, the receipt and sufficiency of which are hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry and possession for construction, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, and that any necessary and proper releases will be executed for the Property prior to funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibit "A", and any other property to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibit "A".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for the current uses of such property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Possession and Use Agreement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this document by the parties.
4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee

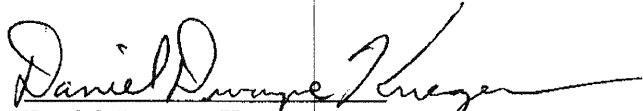
shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.

5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.


Executed this the 12th day of December, 2008.

GRANTOR:


Daniel Dwayne Krueger

GRANTEE:

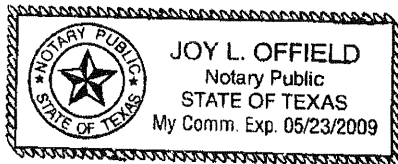
WILLIAMSON COUNTY, TEXAS


County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Williamson

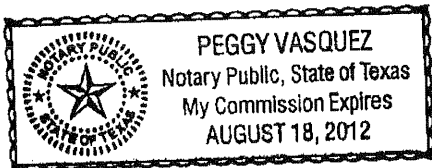
This instrument was acknowledged before me on this the 12th day of December, 2008 by Daniel Dwayne Krueger, in the capacity and for the purposes and consideration recited herein.



Joy L. Offield
Notary Public, State of Texas
Printed Name: Joy L. Offield
My Commission Expires: 5/23/2009

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 18th day of December, 2008 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.



Peggy Vasquez
Notary Public, State of Texas
Printed Name: Peggy Vasquez
My Commission Expires: 8/18/2012

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

1/# 34492

HOLD

Request for Check

HOLD

Project Name: WMCO Bonds hwy 79/Section 3

Legal description:

1.679 acres out of the Patrick O'Daugherty survey, ABS. No. 184 (Parcel 39)

Name on Check:
Daniel Dwayne Krueger

SSN#:

463-92-4505

Mailing Address:
PO Box 667
Hutto, TX 78634-0667

Amount of Check:
\$37,527.07

Date to Pick Up Check:
2/17/09

Requested by:

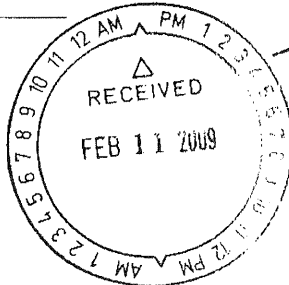
L. Dworczyk

Date: 2/4/09
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Dan A. Gattis

Date:
Dan A. Gattis, County Judge
Williamson County



POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, DANIEL DWAYNE KRUEGER, TRONA T. BLAHA, ~~TREILA LATRELLE KRUEGER AVERY~~, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-C", which is attached hereto and made a part hereof; and

TREILA Krueger Avery
TKA

WHEREAS, WILLIAMSON COUNTY, TEXAS, "GRANTEE", plans to acquire a fee simple interest in the tract(s) of land described in Exhibits "A-C", whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the Highway 79 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the sum of ONE HUNDRED FIFTY THOUSAND ONE HUNDRED EIGHT AND 30/100 DOLLARS (\$150,108.30) paid by the GRANTEE, which amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, the receipt and sufficiency of which are hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry and possession for construction, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits "A-C".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, and that any necessary and proper releases will be executed for the Property prior to funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibits "A-C", and any other property to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibits "A-C".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for the current uses of such property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

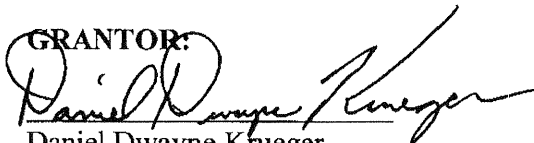
1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Possession and Use Agreement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
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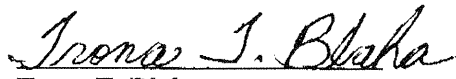
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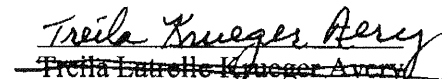
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TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.


Executed this the 14th day of December, 2008.

GRANTOR:

Daniel Dwayne Krueger


Trona T. Blaha


~~Treila Lutrelle Krueger Aery~~
TREILA KRUEGER AERY (KA)

GRANTEE:
WILLIAMSON COUNTY, TEXAS


County Judge Dan A. Gattis
Williamson County, Texas

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

34597
Huf

HOLD

HOLD

Request for Check

HOLD

Project Name: WMCO Bonds hwy 79/Section 3

Legal description:

1.679 acres out of the Patrick O'Daugherty survey, ABS. No. 184 (Parcel 39)

Name on Check:
Treila Krueger-Aery

SSN#:

463-92-4506

Mailing Address:
PO Box 667
Hutto, TX 78634-0667

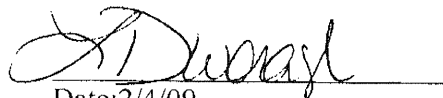
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HOLD

Amount of Check:
\$37,527.08

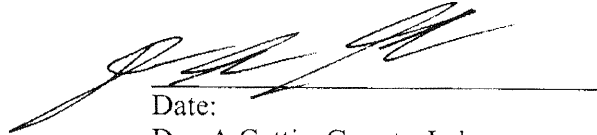
Date to Pick Up Check:
2/17/09

Requested by:

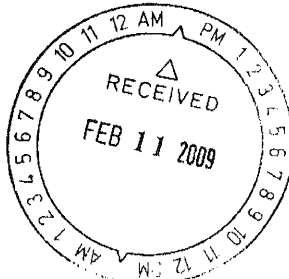


Date: 2/4/09
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:



Date:
Dan A. Gattis, County Judge
Williamson County



Blank WMCO check request (00111875).DOC/jw

PTT 0204-02-07
PTrell
D.3
Row
JAH
2-11-09

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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~~LATRELLE KRUEGER AVERY~~, hereinafter referred to as "GRANTOR", whether one or
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being more particularly described by metes and bounds in Exhibits "A-C", which is attached
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TREILA Krueger
Avery
TKA

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HUNDRED EIGHT AND 30/100 DOLLARS (\$150,108.30) paid by the GRANTEE, which
amount represents 90% of the estimated compensation for the acquisition of the Property to be
acquired and any damages to the remaining property, the receipt and sufficiency of which are
hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these
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the award of the Special Commissioners or subsequent judgment in any condemnation
proceeding for the acquisition of the property interests described in Exhibits "A-C", and any
other property to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibits "A-C".

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1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Possession and Use Agreement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this document by the parties.
4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in

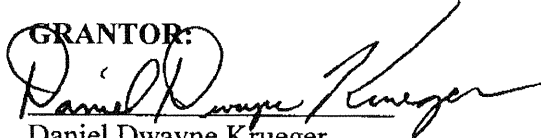
satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.

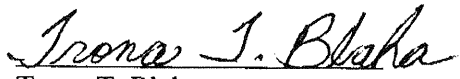
5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

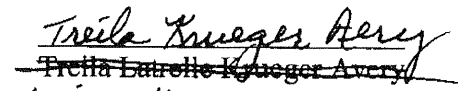
TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.

Executed this the 16th day of December, 2008.

GRANTOR:



Daniel Dwayne Krueger


Trona T. Blaha


~~Treila Laurelle Krueger Aery~~
TREILA KRUEGER AERY (KA)

GRANTEE:

WILLIAMSON COUNTY, TEXAS


County Judge Dan A. Gattis
Williamson County, Texas

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

34489
Hut

HOLD

Request for Check

HOLD

LD

PTT 0204-02-027
PTT ell

2-3 Row
2-109

Project Name: WMCO Bonds hwy 79/Section 3

Legal description:

1.679 acres out of the Patrick O'Daugherty survey, ABS. No. 184 (Parcel 39)

Name on Check:
Trona T. Blaha

SSN#:

454-52-5436

HOLD

Mailing Address:
PO Box 667
Hutto, TX 78634-0667

HOLD

HOLD

Amount of Check:
\$75,054.15

Date to Pick Up Check:
2/17/09

Requested by:

Approved by:

L. Dworacz

Date: 2/4/09

Lisa Dworaczyk
Sheets & Crossfield, P.C.

[Signature]

Date:

Dan A. Gattis, County Judge
Williamson County



POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, DANIEL DWAYNE KRUEGER, TRONA T. BLAHA, ~~TREILA LATRELLE KRUEGER-AVERY~~, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibits "A-C", which is attached hereto and made a part hereof; and

TREILA Krueger
Aery
TA
Z

WHEREAS, WILLIAMSON COUNTY, TEXAS, "GRANTEE", plans to acquire a fee simple interest in the tract(s) of land described in Exhibits "A-C", whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the Highway 79 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the sum of ONE HUNDRED FIFTY THOUSAND ONE HUNDRED EIGHT AND 30/100 DOLLARS (\$150,108.30) paid by the GRANTEE, which amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, the receipt and sufficiency of which are hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry and possession for construction, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibits "A-C".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, and that any necessary and proper releases will be executed for the Property prior to funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibits "A-C", and any other property to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibits "A-C".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for the current uses of such property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

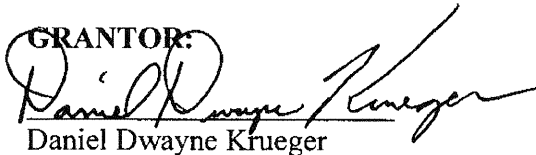
1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Possession and Use Agreement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this document by the parties.
4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in


satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.

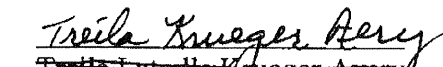
5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.


Executed this the 14th day of December, 2008.

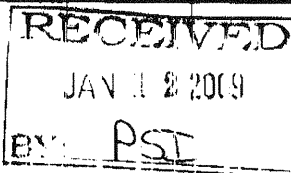
GRANTOR:

Daniel Dwayne Krueger


Trona T. Blaha


~~Treila Lutrelle Krueger Aery~~
TREILA KRUEGER AERY (KA)

GRANTEE:
WILLIAMSON COUNTY, TEXAS


County Judge Dan A. Gattis
Williamson County, Texas



INVOICE

Williamson County
Attn: Jeff Rogers
7909 Richard King Trail
Austin, TX 78749

~~#50334~~ V# 34552
Wichita, KS
PIT 0204-02037
PIT all

Invoice #: R84041460
Invoice Date: December 23, 2008
Payment Terms: Net 30

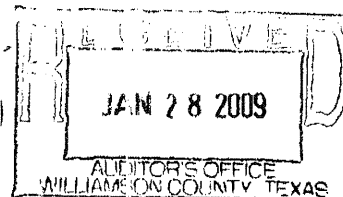
Final Invoice

U-Number: U12273

Project: ~~US 79~~
US 79, sect. 3

Construction Begin Date: 9/22/2008

Construction End Date: 10/07/08



Item	Cost
Materials	
Wax	19,648.00
	20,974.24
ROW/Real Estate	
ROW Agent - KPL	1,600.00
Contract Labor	
Contractor	20,900.00
Inspector	22,310.75
Engineer - Contract	7,842.00
Engineer - KPL	4,128.50
	10,000.00

WILLIAMSON COUNTY
INVOICE

Approved by:

Funding Source: ☒ GO ☒ COOther: 0204-02-027 -3.1
Project/Dept. #

Date 01/12/09

TOTAL AMOUNT DUE

\$ ~~66,855.49~~Pay by: ☒ Check ☐ Wire

64,118.50

If you have questions concerning the construction, please contact Eulalio Orta at (361) 242-5546.
If you have questions concerning this invoice, please contact Rod Thimesch at (316) 828-8329.

REMIT TO:

Koch Pipeline Company, L.P.
Attn: Accounts Receivable
4111 E. 37th St. N.
Wichita, KS 67220

Account# 304691399
JP Morgan Chase
New York, NY
ABA Routing # 021000021

Alba Utility
1/12/2009
1/12/09

Sheets & Crossfield, P.C.

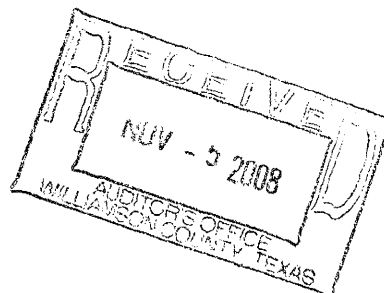
309 E. Main St.
Round Rock, TX 78664
(512) 255-8877

Statement as of October 31, 2008

Statement No. 22795

Williamson County
The Honorable Judge Dan A. Gattis
Williamson County Commissioner's Court
710 Main
Georgetown TX 78627

Hwy 79 (pass through) East Hutto to CR 402
PTT0204-02-027
Matter ID: 1027.0622



Professional Fees:

			<u>Hours</u>	<u>Amount</u>
09/30/08	DJC	Work on Nelson driveway issues and revisions to plan sheets regarding same. Work on Covert access and signalization issues. Prepare memo to file regarding parcel 37 fireworks stand leaseback approval, and correspondence regarding lease area and start date.	1.90	\$342.00
	LD	Deliver funds for closing on Bigon/Parcel 45 to Texas American Title.	1.00	\$90.00
10/01/08	DJC	Work on negotiations for parcel 44 remainder sale, and correspondence with purchaser attorney and Bigon attorney regarding same.	0.60	\$108.00
10/02/08	DJC	Telephone conference with Gene T. regarding Winkelman water line and acquisition issues, and view property regarding same. Work on Covert issues.	1.30	\$234.00
10/05/08	DJC	Work on Covert subdivision revision issues, and identification of conveyed parcels within subdivision. Work on pond revision issues.	1.00	\$180.00
10/06/08	CDC	E-mails to Ted Hejl.	0.30	\$54.00
	DJC	Telephone conference with engineers regarding preparation for meeting with Covert. Work on subdivision revision issues for same. Telephone conference with surveyor regarding same. Telephone conference with Jim H. regarding Covert issues. Telephone conference with HNTB regarding 1660 connection issues for inquiry by landowners. Receive and review Leschber appraisal. Work on negotiations. Attend meeting with Covert.	4.60	\$828.00
	LD	Receive and review updated appraisal on Parcel 36/Leschber. Work on A-10 forms.	1.50	\$135.00

			<u>Hours</u>	<u>Amount</u>
10/09/08	CDC	Phone conference with Commissioner Morrison.	0.20	\$36.00
10/12/08	DJC	Draft partial release for Bigon, Jr. acquisition. Work on water line coordination on Winkelmann property. Work on billboard relocation issue for Bigon, Sr. property.	1.90	\$342.00
10/13/08	DJC	Work on fireworks leaseback issues on Weiss property.	0.40	\$72.00
10/15/08	DJC	Meeting with Barron and Covert regarding pond and parking issues. Telephone conference with Lory J. regarding issues for same. Meeting with engineers regarding pond issues.	3.40	\$612.00
10/16/08	DJC	Work on relocation extension requests for Davis. Work on Bigon negotiations. Work on Covert detention pond reconfiguration issues. Work on Bigon title curative issues.	1.50	\$270.00
10/17/08	DJC	Review file and prepare deed for Bigon, Jr., and work on title curative issues for same. Work on Johnson sign issues. Work on Taylor negotiations.	1.20	\$216.00
	LD	Telephone conference with Laura Harris regarding estimated completion for ROW acquisitions on Hwy 79/Section 3.	0.50	\$45.00
10/20/08	DJC	Work on Bigon negotiations. Work on investigation and review of appraisal comparables. Review and revise draft condemnation resolutions for Tiechelman and Kruger parcels.	1.50	\$270.00
	LD	Work on project status and priority for condemnation. Draft resolutions for condemnation on Parcels 27, 32, 38, 39 and 40. Telephone conference and correspondence with Pete Correa regarding adding resolutions to the Comm. Court agenda.	2.00	\$180.00
10/21/08	DJC	Work on circuitry of travel issues for Winkelmann. Work on drainage area calculation issues for Covert, and meeting with engineers regarding same. Work on condemnation parcel analysis. Work on possession agreement issues.	3.40	\$612.00
	LD	Work on corrections to resolutions for condemnation.	1.00	\$90.00
	LD	Telephone conference with Eric Winkelman/Parcel 42 regarding driveway and access issues.	0.50	\$45.00
10/22/08	MP	E-mail to Lisa D. regarding Commissioner's Court Agenda.	0.20	\$9.00
	LD	Correspondence with Pam Navarrette at WMCO regarding a refund from the title company for a partial release on Parcel 45.	0.50	\$45.00

V# 5100
RR

PTT 0204-02-027 Page 3

			Hours	Amount
10/22/08	LD	Telephone conference and correspondence with Laura Harris regarding the appraisal and real estate contract for Parcel 44/Krebs.	0.50	\$45.00
	LD	Work on adding resolutions for condemnation to Commissioner's Court agenda for Parcels 27, 32, 38, 39 and 40.	1.50	\$135.00
10/23/08	CDC	Review memos regarding actions on next agenda.	0.50	\$90.00
	DJC	Review file and prepare draft real estate contract for Leschber acquisition. Meeting with Erik C. regarding settlement issues.	1.70	\$306.00
	LD	Work on drafting resolutions for condemnation for all remaining ROW parcels.	2.00	\$180.00
	LD	Correspondence with Jim Henry regarding Leschber/Parcel 36.	0.50	\$45.00
10/24/08	LD	Continue drafting condemnation resolutions for all remaining parcels on Section 3.	2.00	\$180.00
	LD	Telephone conference with Leland Enochs regarding Parcel 43/Bigon.	0.50	\$45.00
Sub-total Fees:			39.60	\$5,841.00

Expenses:

09/30/08	Invoice #08-6397 from Paul Hornsby.	3,915.00
	LD - 20 miles - Travel to WMCO to pick up funds for Bigon/Parcel 45 closing. Deliver same to TX American Title.	11.70
10/01/08	Invoice #30025 from Sandy Rials.	500.00
10/23/08	LD - 20 miles - Travel to WMCO to deliver original Resolutions for Commissioner's Court.	11.70
10/24/08	Invoice #79H-015 from Crossland Acquisitions.	3,243.75

Sub-total Expenses:

\$7,682.15

Total Current Billing:

\$13,523.15

Total Now Due:

\$13,523.15

Timekeeper Summary

Name
Charlie Crossfield
Don Childs

Hours	Rate	Amount
1.00	180.00	\$180.00
24.40	180.00	\$4,392.00

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

V# 23063

PTT0204-02-027
8TToll

2-3 Row

Request for Check

HOLD

Project Name: WMCO Bonds Hwy 79/Section 3 Parcel 43

Legal description:

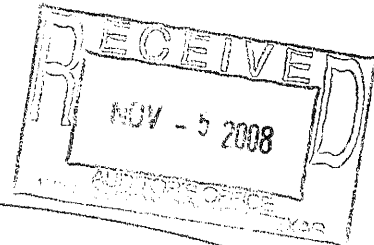
2.260 acre and 1.729 acre tracts of land out of the James C. Eaves survey, Abstract No. 213

Name on Check:
Texas American Title

SSN#:

74-2771227

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613



Amount of Check:
\$669,569.75

Date to Pick Up Check:
11/11/08

Requested by:

Date: 11/03/08
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Date: 11/03/08
Dan A. Gattis, County Judge
Williamson County

OLD HOLD

11-05-08

Blank WMCO check request (00111875).DOC/jw

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMH Approval No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 9691-08-1492	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower WILLIAMSON COUNTY C/O SHEETS & CROSSFIELD 309 E. MAIN ST. ROUND ROCK, TX 78664	E. Name and Address of Seller JOHN BIGON AND MARY BIGON 12625 HWY 79 TAYLOR, TX 76574	F. Name and Address of Lender
---	--	-------------------------------

G. Property Location

TX
COUNTY: WILLIAMSON
LOT:
BLOCK:
SUBDIVISION:

H. Settlement Agent
TEXAS AMERICAN TITLE COMPANY OF AUSTIN

Place of Settlement
715 DISCOVERY BLVD. #205,
CEDAR PARK, TX 78613

I. Settlement Date 11/24/2008

J. SUMMARY OF BORROWER'S TRANSACTIONS

100. Gross Amount Due From Borrower	
101. Contract Sales Price	\$684,073.00
102. Personal Property	
103. Settlement Charges to Borrower	\$4,437.75
Adjustments For Items Paid By Seller In Advance	
113. City/Town Taxes	
114. County Taxes	
118. Assessments	
119.	
121. Additional Compensation Improvements	\$1,059.00

K. SUMMARY OF SELLER'S TRANSACTIONS

400. Gross Amount Due To Seller	
401. Contract Sales Price	\$684,073.00
402. Personal Property	
403.	
Adjustments For Items Paid By Seller In Advance	
413. City/Town Taxes	
414. County Taxes	
418. Assessments	
419.	
421. Additional Compensation Improvements	\$1,059.00

120. Gross Amount Due From Borrower	\$669,569.75	420. Gross Amount Due To Seller	\$665,132.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess Deposits	
202. Principal		502. Settlement Charges to Seller	\$0.00
203. Existing Loan(s) Taken Subject to		503. Existing Loan(s) Taken Subject to	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210.		510.	
211.		511.	
212.		512.	
213. City/Town Taxes		513. City/Town Taxes	
214. County Taxes		514. County Taxes	
218. Assessments		518. Assessments	
219.		519.	

220. Buyer's Total Credits	\$0.00	520. Seller's Total Charges	\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$669,569.75	601. Gross Amount Due To Seller (line 420)	\$665,132.00
302. Less Amounts Paid By/For Borrower (line 220)	\$0.00	602. Less Deductions In Amt. Due To Seller (line 520)	\$0.00
303. Cash [X] From [] To Borrower	\$669,569.75	603. Cash [X] To [] From Seller	\$665,132.00

L. Settlement Statement

700. Total Sale Commission

Division of Commission (line 700) As Follows:

701. Commission Listing

702. Commission Selling

703. Commission paid at settlement

Paid From Borrower's
Funds At SettlementPaid From Seller's
Funds At Settlement

800. Items Payable In Connection With Loan

801. Loan Origination Fee

802. Loan Discount

803. Appraisal Fee

804. Credit Report

805. Lender Inspection Fee

900. Items Required By Lender To Be Paid In Advance

901. Interest

902. Mortgage Insurance Premium

903. Hazard Ins. Premium

1000. Reserves Deposited With Lender

1001. Hazard Ins. Reserve

1002. Mortgage Ins. Reserve

1003. City Property Taxes

1004. County Property Taxes

1010. Aggregate Accounting Adjustment

1100. Title Charges

1101. Settlement/Closing Fee

1102. Abstract or Title Search

1103. Title examination

1104. Title Insurance Binder

1105. Document preparation

1106. Notary fee

1107. Attorney Fee

1108. Title Ins. Total to Texas American Title Company of Austin

\$3,655.00

1109. Lender's Coverage

1110. Owner's Coverage (664073.00) (Texas American Title Company of Austin, 100.00 %, 3855.00)

1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 192.75)

\$192.75

1120. Escrow Fee to Texas American Title Company of Austin

\$320.00

1138. Tax Certificate to Processing Solutions, Inc.

\$65.00

1152. Texas Policy Guaranty Fee to TATCOA/b.o. PGF

\$5.00

1200. Government Recording And Transfer Charges

1300. Additional Settlement Charges

1301. Survey

1302. Pest Inspection

1400. Total Settlement Charges

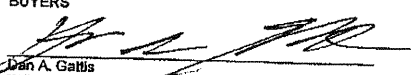
\$4,437.75

\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

SELLERS


Dan A. Gattis
Williamson County Judge

John Bigon

Mary Bigon

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

11/24/2008

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

V# 23063

PJT 0204-02-027

PTTall

2-3

Row

Request for Check

HOLD

HOLD

Project Name: WMCO Bonds Hwy 79/Section 3 Parcel 36

Legal description:

2.930 acre and 0.29 acre tracts of land out of the J.J. Stubblefield Survey, Abstract No. 562

Name on Check:

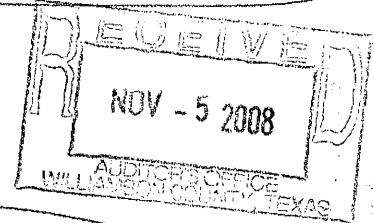
Texas American Title

SSN#:

74-2771227

Mailing Address:

715 Discovery Blvd. Ste 205
Cedar Park, TX 78613



Amount of Check:

\$372,891.60

Date to Pick Up Check:

11/11/08

Requested by:

Date: 11/03/08

Lisa Dworaczyk

Sheets & Crossfield, P.C.

Approved by:

Date: 11/03/08

Dan A. Gattis, County Judge

Williamson County

11-15-08

Blank WMCO check request (00111875).DOC/jw

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 9691-08-1424	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.					
D. Name and Address of Borrower WILLIAMSON COUNTY C/O SHEETS & CROSSFIELD 309 E. MAIN ST. ROUND ROCK, TX 78664		E. Name and Address of Seller LARRY W. LESCHBER 4000 C R 132 HUTTO, TX 78634		F. Name and Address of Lender	
G. Property Location US 79 , TX COUNTY: WILLIAMSON PARCEL ID: 36, PART I LOT: BLOCK: SUBDIVISION: US 79 , TX COUNTY: WILLIAMSON PARCEL ID: 36, PART II LOT: BLOCK: SUBDIVISION:		H. Settlement Agent TEXAS AMERICAN TITLE COMPANY OF AUSTIN Place of Settlement 715 DISCOVERY BLVD. #205, CEDAR PARK, TX 78613		I. Settlement Date: 11/14/2008	
J. SUMMARY OF BORROWER'S TRANSACTIONS			K. SUMMARY OF SELLER'S TRANSACTIONS		
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller		
101. Contract Sales Price	\$389,875.00		401. Contract Sales Price	\$369,875.00	
102. Personal Property			402. Personal Property		
103. Settlement Charges to Borrower	\$3,016.60		403.		
Adjustments For Items Paid By Seller In Advance			Adjustments For Items Paid By Seller In Advance		
113. City/Town Taxes			413. City/Town Taxes		
114. County Taxes			414. County Taxes		
118. Assessments			418. Assessments		
119.			419.		
120. Gross Amount Due From Borrower			420. Gross Amount Due To Seller		
\$372,891.60			\$369,875.00		
200. Amounts Paid By Or In Behalf Of Borrower			500. Reductions In Amount Due To Seller		
201. Deposit or Earnest Money			501. Excess Deposits		
202. Principal			502. Settlement Charges to Seller	\$0.00	
203. Existing Loan(s) Taken Subject to			503. Existing Loan(s) Taken Subject to		
Adjustments For Items Unpaid By Seller			Adjustments For Items Unpaid By Seller		
210.			510.		
211.			511.		
212.			512.		
213. City/Town Taxes			513. City/Town Taxes		
214. County Taxes			514. County Taxes		
218. Assessments			518. Assessments		
219.			519.		
220. Buyer's Total Credits			520. Seller's Total Charges		
\$0.00			\$0.00		
300. Cash At Settlement From/To Borrower			600. Cash At Settlement To/From Seller		
301. Gross Amount Due From Borrower (line 120)	\$372,891.60		601. Gross Amount Due To Seller (line 420)	\$369,875.00	
302. Less Amounts Paid By/For Borrower (line 220)	\$0.00		602. Less Deductions In Aml. Due To Seller (line 520)	\$0.00	
303. Cash [X] From [] To Borrower			603. Cash [X] To [] From Seller		
\$372,891.60			\$369,875.00		

L. Settlement Statement

700. Total Sale Commission	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) As Follows:		
701. Commission Listing		
702. Commission Selling		
703. Commission paid at settlement		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender Inspection Fee		
900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Ins. Premium		
1000. Reserves Deposited With Lender		
1001. Hazard Ins. Reserve		
1002. Mortgage Ins. Reserve		
1003. City Property Taxes		
1004. County Property Taxes		
1010. Aggregate Accounting Adjustment		
1100. Title Charges		
1101. Settlement/Closing Fee		
1102. Abstract or Title Search		
1103. Title examination		
1104. Title Insurance Binder		
1105. Document preparation		
1106. Notary fee		
1107. Attorney Fee		
1108. Title Ins. Total to Texas American Title Company of Austin	\$2,284.00	
1109. Lender's Coverage		
1110. Owner's Coverage (369875.00) (Texas American Title Company of Austin, 100.00 %, 2284.00)		
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 342.50)	\$342.50	
1120. Escrow Fee to Texas American Title Company of Austin	\$320.00	
1138. Tax Certificate to Processing Solutions, Inc.	\$65.00	
1152. Texas Policy Guaranty Fee to TATCOA/f.b.o. PGF	\$5.00	
1200. Government Recording And Transfer Charges		
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1400. Total Settlement Charges	\$3,016.50	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

SELLERS

Williamson County

Larry W. Leschber

By: Dan A. Gattis, County Judge

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

11/14/2008

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

V#23063

BTT-0204-02-027

BTTell

2.3
Row

Request for Check

Project Name: WMCO Hwy 79/Section 3 Parcel 45

Legal description:

0.262 AC out of the James C. Eaves Survey Abstract No. 213

Name on Check:

Texas American Title

SSN#:

74-2771227

Mailing Address:

715 Discovery Blvd Ste 205
Cedar Park, TX 78613

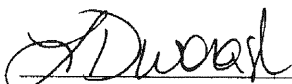
Amount of Check:

\$66,616.95

Date to Pick Up Check:

9/30/08

Requested by:

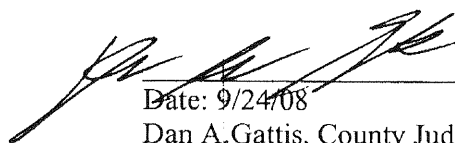


Date: 9/24/08

Lisa Dworaczyk

Sheets & Crossfield, P.C.

Approved by:



Date: 9/24/08

Dan A. Gattis, County Judge
Williamson County

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 9691-08-1460
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number:
8. Mortgage Insurance Case Number:			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "(p.o.c.)" were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name and Address of Borrower WILLIAMSON COUNTY C/O SHEETS AND CROSSFIELD 309 E. MAIN ST. ROUND ROCK, TX 78664		E. Name and Address of Seller JOHN ARTHUR BIGON JR. AND JANICE KAY BIGON 12501 HWY. 79 TAYLOR, TX 76574	
G. Property Location HWY 79, TAYLOR, TX 76574 COUNTY: WILLIAMSON PARCEL ID: 45 LOT: BLOCK: SUBDIVISION: 0.262 ACRE JAMES C. EAVES SURVEY ABSTRACT NO. 213		H. Settlement Agent TEXAS AMERICAN TITLE COMPANY OF AUSTIN Place of Settlement 715 DISCOVERY BLVD. #205, CEDAR PARK, TX 78613	
I. Settlement Date 09/30/2008			
J. SUMMARY OF BORROWER'S TRANSACTIONS			
100. Gross Amount Due From Borrower			
101. Contract Sales Price	\$48,492.00	400. Gross Amount Due To Seller	
102. Personal Property		401. Contract Sales Price	\$48,492.00
103. Settlement Charges to Borrower	\$1,306.95	402. Personal Property	
Adjustments For Items Paid By Seller In Advance		403.	
113. City/Town Taxes		Adjustments For Items Paid By Seller In Advance	
114. County Taxes		413. City/Town Taxes	
116. Assessments		414. County Taxes	
119.		416. Assessments	
121. Additional Compensation for Improvements	\$18,818.00	419.	
120. Gross Amount Due From Borrower		421. Additional Compensation for Improvements	
\$66,816.95		\$18,818.00	
K. SUMMARY OF SELLER'S TRANSACTIONS			
200. Amounts Paid By Or In Behalf Of Borrower			
201. Deposit or Earnest Money		500. Reductions In Amount Due To Seller	
202. Principal		501. Excess Deposits	
203. Existing Loan(s) Taken Subject to		502. Settlement Charges to Seller	\$0.00
Adjustments For Items Unpaid By Seller		503. Existing Loan(s) Taken Subject to	
210.		Adjustments For Items Unpaid By Seller	
211.		510.	
212.		511.	
213. City/Town Taxes		512.	
214. County Taxes		513. City/Town Taxes	
216. Assessments		514. County Taxes	
219.		516. Assessments	
220. Buyer's Total Credits		519.	
\$0.00		520. Seller's Total Charges	
300. Cash At Settlement From/To Borrower		\$0.00	
301. Gross Amount Due From Borrower (line 120)	\$66,816.95	600. Cash At Settlement To/From Seller	
302. Less Amounts Paid By/For Borrower (line 220)	\$0.00	601. Gross Amount Due To Seller (line 420)	\$66,310.00
303. Cash [X] From [] To Borrower		602. Less Deductions In Amt. Due To Seller (line 520)	\$0.00
\$66,816.95		603. Cash [X] To [] From Seller	
		\$66,310.00	

700. Total Sale Commission

Division of Commission (line 700) As Follows:

701. Commission Listing

702. Commission Selling

703. Commission paid at settlement

Paid From Borrower's
Funds At SettlementPaid From Seller's
Funds At Settlement

800. Items Payable In Connection With Loan

801. Loan Origination Fee

802. Loan Discount

803. Appraisal Fee

804. Credit Report

805. Lender Inspection Fee

900. Items Required By Lender To Be Paid In Advance

901. Interest

902. Mortgage Insurance Premium

903. Hazard Ins. Premium

1000. Reserves Deposited With Lender

1001. Hazard Ins. Reserve

1002. Mortgage Ins. Reserve

1003. City Property Taxes

1004. County Property Taxes

1010. Aggregate Accounting Adjustment

1100. Title Charges

1101. Settlement/Closing Fee

1102. Abstract or Title Search

1103. Title examination

1104. Title Insurance Binder

1105. Document preparation

1106. Notary fee

1107. Attorney Fee

1108. Title Ins. Total to Texas American Title Company of Austin

\$493.00

1109. Lender's Coverage

1110. Owner's Coverage (48492.00) (Texas American Title Company of Austin, 100.00 %, 493.00)

1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 73.95)

\$73.95

1120. Escrow Fee to Texas American Title Company of Austin

\$320.00

1138. Tax Certificate to Processing Solutions, Inc.

\$65.00

1152. Texas Policy Guaranty Fee to TATCOA/b.o. PGF

\$5.00

1200. Government Recording And Transfer Charges

1300. Additional Settlement Charges

1301. Survey

1302. Pest inspection

1305. Partial Release to Guaranty Bank

\$350.00

1400. Total Settlement Charges

\$1,306.95

\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

SELLERS

Williamson County



By: Dan A. Gattis, County Judge

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

John Arthur Bigon, Jr.

Janice Kay Bigon

Date

09/30/2008

Reimbursement Resolution for Pass Through Finance Bond US 79 Section 5A
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Pam Navarrette, County Auditor
Submitted For: Pam Navarrette
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$47,529.51 associated with US 79 Section 5A (PTT0204-04-040).

Background

Pass Through Finance Revenue Bond expected to be issued by the end of February 2009. General fund will be reimbursed once bonds are issued.

Fiscal Impact

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

Attachments

Link: [Reimbursement Certificate US 79 Section 5A](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 10:08 AM
Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
US 79 Section 5A (PTT0204-04-040)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$47,529.51 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

County Judge

Exhibit "A"

US 79 Section 5A (PTT0204-04-040)

(See Attached Invoices)

Austin Crane Service	Removal of Billboard	\$18,000.00
Homer Lumpkin	Parcel 27	\$616.35
Lenz Acres Partnership	Parcel 13	\$26,296.00
Sheets & Crossfield	Inv#23199	\$1,441.90
Sheets & Crossfield	Inv#23252	\$1,175.26

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

V# 26157
AUS

OTT 1204-01 010
OTT all
3.5 mwe

Request for Check

Project Name: WMCO Bonds Hwy 79/Section 5A Billboard Removal

Legal description:

Claim for Billboard (2) Removal Expenses

Name on Check:

Austin Crane Service

SSN#:

74-2885575

Mailing Address:

7020 Hwy 290 E. Bldg. II Ste. B
Austin, TX 78723

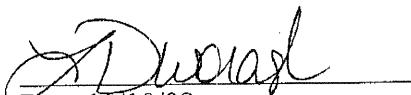
Amount of Check:

~~\$19,485.00~~ 18,000.00 (AM)

Date to Pick Up Check:

11/18/08

Requested by:

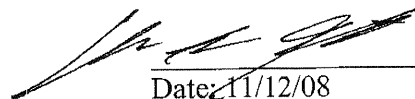


Date: 11/10/08

Lisa Dworaczyk

Sheets & Crossfield, P.C.

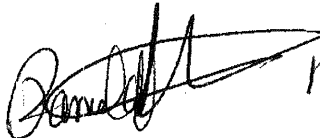
Approved by:



Date: 11/12/08

Dan A. Gattis, County Judge

Williamson County

 11-12-08

AUSTIN CRANE SERVICE

7020 HWY 290 E. BLDG II, STE B

AUSTIN, TX 78723-1494

PH: (512) 452-4400

FAX: (512) 452-8864

FEI: 74-2885575

invoice

DATE	INVOICE NO.
10/10/2008	16115

BILL TO:

LAMAR OUTDOOR ADVERTISING
ATTN TIFFANY
7020 HWY 290 E
BLDG I
AUSTIN TX 78723

DESCRIPTION	AMOUNT
<p>WORK COMPLETED 10/9/08;</p> <p>COUNTY: WILLIAMSON ROW CSI: 0204-04-040 HIGHWAY: US 79 PARCEL: 1</p> <p>TAKE DOWN 10'x 40' BILLBOARD STRUCTURE LOCATED ON US 79, NORTH SIDE, WEST OF FM 619 AND HAUL TO STORAGE LOCATED AT 7020 HWY 290 EAST (PANEL #'S 1546 & #1558)</p> <p>Sales Tax</p> <p><i>no add tax</i></p>	<p>9,500.00 783.75</p> <p>9,500.00 783.75</p> <p>10,283.75</p>
TOTAL	\$10,283.75

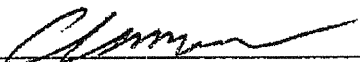


Form ROW-R-DPM
Rev. 5/2003
GSD-EPC
Page 1 of 1

AGREEMENT FOR DIRECT PAYMENT TO MOVER

County: Williamson
ROW CSJ: 0204-04-040
Highway: U.S. 79
Parcel: 1

The undersigned hereby agrees that payment for relocating the sign structure identified on the attached inventory and belonging to Lamar Advertising from 20101 Hwy. 79, Taylor, Texas to storage at 7020 U.S. Hwy 290 East, Austin, Texas, will be made to Austin Crane Service upon receipt by the Texas Department of Transportation of the unpaid invoice. The Texas Department of Transportation reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry.

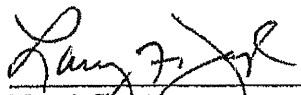


Displacee's Signature

Date: 7-29-08

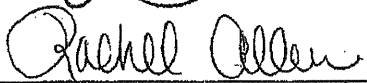
Displacee's Signature

Date:



Mover's Signature

Date: 7/29/08



~~TxDOT~~ Representative's Signature
Williamson County

Date: 10/17/08



Form ROW-R-99
Rev. 6/2000
(Replaces Form D-15-99, all pages)
(Electronic version GSD-EPC Word 97)

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Lamar Advertising of Austin		Parcel No: 1		County: Williamson
		ROW CSJ No.: 0204-04-040		Project No.:
<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> Sign <input type="checkbox"/> Other				
2. Address of Property Acquired by State: 20101 Hwy. 79, Taylor, Texas Claimant's Telephone No.: 512/451-1945		3. Address Moved To: 7020 U.S. Hwy 290 East, Austin, TX 78723		
4. Occupancy of Property Acquired by State: From (Date): 9/2/1983 To (Date of Move): 10/9/2008 <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		5. Distance Moved: 35 Miles		
6. Controlling Dates a. First Offer in Negotiation 10 4 2007 b. Date Property Acquired c. Date Required to Move 7 10 2008		7. Mover's Name and Address: Austin Crane Service 7020 Hwy 290 E. Bldg. II, Ste. B Austin, TX 78723-1494		
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A Place Stored (Name and Address): Austin Crane Storage 7020 U.S. Hwy. 290 East Austin, TX 78723		9. Amount of Claim: a. Moving Expenses \$ 10,283.75 b. Reestablishment Expenses \$ c. Searching Expenses \$ d. Tangible Property Loss \$ e. Storage \$ f. Temporary Lodging \$ g. Total Amount \$ 10,283.75		
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A				
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
Date of Claim: 10-10-08		 Claimant		
		 Claimant		
Spells Below to be Completed by State (COUNTY)				
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 10,283.75				
Date		District Engineer		

AUSTIN CRANE SERVICE
7020 HWY 290 E. BLDG II, STE B
AUSTIN, TX 78723-1494

PH: (512) 452-4400

FAX: (512) 452-3864

FEL: 74-2885575

Invoice

Date	Invoice #
8/22/2008	15882

Bill To
LAMAR OUTDOOR ADVERTISING ATTN TIFFANY 7020 HWY 290 E BLDG I AUSTIN TX 78723

Description	Amount
WORK COMPLETED 8/15/08: COUNTY: WILLIAMSON ROW CSI: 0204-04-040 HIGHWAY: U.S. 79 PARCEL: 18 TAKE DOWN STRUCTURE LOCATED ON US 79, .2 MILES E/O LOOP 79 AND HAUL TO STORAGE LOCATED AT 7020 HWY 290 EAST (PANEL #'S 1533 & 1545) Sales Tax	8,500.00T 701.25
DUE UPON RECEIPT	Total \$9,201.25



AGREEMENT FOR DIRECT PAYMENT TO MOVER

County: Williamson
ROW CSJ: 0204-04-040
Highway: U.S. 79
Parcel: 18

The undersigned hereby agrees that payment for relocating the sign structure identified on the attached inventory and belonging to Lamar Advertising from 21631 Hwy. 79, Taylor, Texas to storage at 7020 U.S. Hwy 290 East, Austin, Texas, will be made to Austin Crane Service upon receipt by the Texas Department of Transportation of the unpaid invoice. The Texas Department of Transportation reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry.



Displacee's Signature

Date: 7-29-08


Displacee's Signature

Date:



Mover's Signature

Date: 7/29/08



TxDOT Representative's Signature
Williamson County

Date:



Form ROW-R-99

Rev. 6/2000

(Replaces Form D-15-99, all pages)

(Electronic version GSD-BPC Word 97)

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information			
1. Name of Claimant(s) Lamar Advertising of Austin		Parcel No: 18	County: Williamson
		ROW CSJ No.: 0204-04-040	Project No.:
<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> Sign <input type="checkbox"/> Other			
2. Address of Property Acquired by State: 21631 Hwy. 79, Taylor, Texas Claimant's Telephone No.: 512/451-1945		3. Address Moved To: 7020 U.S. Hwy 290 East, Austin, TX 78723	
4. Occupancy of Property Acquired by State: From (Date): 12/12/1991 To (Date of Move): 8/15/2008 <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		5. Distance Moved: 35 Miles	
6. Controlling Dates		7. Mover's Name and Address: Austin Crane Service 7020 Hwy 290 E. Bldg. II, Ste. B Austin, TX 78723-1494	
a. First Offer in Negotiation	Mo. 12 Day 5 Yr. 2007	9. Amount of Claim:	
b. Date Property Acquired		a. Moving Expenses	\$ 9,201.25
c. Date Required to Move	7 10 2008	b. Reestablishment Expenses	\$
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		c. Searching Expenses	\$
Place Stored (Name and Address): Austin Crane Storage 7020 U.S. Hwy. 290 East Austin, TX 78723		d. Tangible Property Loss	\$
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		e. Storage	\$
		f. Temporary Lodging	\$
		g. Total Amount	\$ 9,201.25
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.			
Date of Claim: 8-26-08		 Claimant	
		Claimant	
Spaces Below to be Completed by State Official			
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:			
Amount of \$ 9,201.25			
Date		District Engineer	

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

32306
Tay

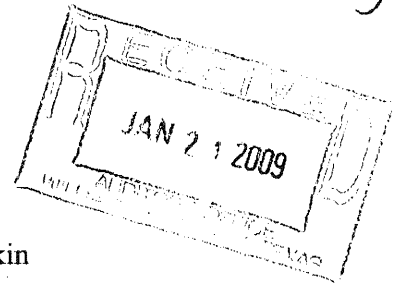
ST 0204-04040

PTToll

2.3

Row 2nd 1-22-09

Request for Check



Project Name: WMCO Bonds Hwy 79/Section 5A-Parcel 27/Lumpkin

Legal description:

0.332 acres out of the Hardy Pace Survey ABS No. 493

Name on Check:

Homer Lumpkin
Sandra Lumpkin

SSN#:

462-58-0228

466-76-7493

Mailing Address:

1902 Meadow Ridge Drive
Taylor, TX 76574

Amount of Check:

\$616.35

Date to Pick Up Check:

1/27/09

Requested by:

Date: 1/19/09

Lisa Dworaczyk

Sheets & Crossfield, P.C.

Approved by:

Date: 1/19/09

Dan A. Gattis, County Judge
Williamson County



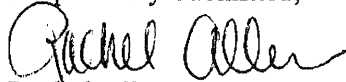
CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information			
1. Name of Claimant(s) Sandra & Homer Lumpkin		Parcel No: 27	County: Williamson
		ROW CSJ No.: 0204-04-040	Project No.: US-79
<input checked="" type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other			
2. Address of Property Acquired by State: 22351 Highway 79 Thrall, Texas 78578 Claimant's Telephone No.: (512) 461-0261		3. Address Moved To: 1902 Meadow Ridge Drive Austin, TX 76574	
4. Occupancy of Property Acquired by State: From (Date): 1978 To (Date of Move): July 2008 <input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant		5. Distance Moved: 9 Miles	
6. Controlling Dates a. First Offer in Negotiation 10 26 2007 b. Date Property Acquired c. Date Required to Move 07 30 2008		7. Mover's Name and Address: Copper Palm Moving-Interiors 1503 Ranch Rd 620 N Ste A Austin, TX 78734 (512) 266-6900	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A 7/21/08 10/21/08 Place Stored (Name and Address): N/A PODS (on-site) 1902 Meadow Ridge Dr. Taylor, TX 76574		9. Amount of Claim: a. Moving Expenses \$ b. Reestablishment Expenses \$ c. Searching Expenses \$ d. Tangible Property Loss \$ e. Storage \$ 616.35 f. Temporary Lodging \$ g. Total Amount \$ 616.35	
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A			
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.			
 Claimant		Date of Claim: 1/7/09	
 Claimant			
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:			
Amount of \$ 616.35			
Date		 Williamson County	

Claim for Payment of Temp. Storage
CSJ: 0204-04-040 (HWY 79)
Section 5A, Parcel 27 (Lumpkin)
Page 2 of 2

So far the Displacees have only made payment for the first three months of storage, and need to request reimbursement for these payments before they can pay off the remaining balance, and claim the remainder cost – additional two months of storage. A second claim for the remaining amount will follow this submission at a later date. If you have any questions regarding this claim for payment, I can be reached at (512) 478-8660 or on my cell phone (512) 968-1767.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Rachel Allen". The signature is written in dark ink and is positioned above the printed name.

Rachel Allen

Enclosures



9550 Parksouth Ct #300
Orlando, FL 32837

13631425
H. J. Lumpkin
1902 Meadow Ridge Dr
Taylor, TX 76574

TRANSACTION STATEMENT

DATE	TRANSACTION	DESCRIPTION	AMOUNT	BALANCE
7/21/2008	Balance		0.00	0.00
7/21/2008	Invoice # 035-035400	432B35	259.25	259.25
7/21/2008	Invoice # 035-035401		10.82	270.07
7/22/2008	Credit Card # *****3306	432B35 35400	(270.07)	0.00
8/21/2008	Invoice # 035-036249	432B35	162.32	162.32
8/21/2008	Invoice # 035-036250		10.82	173.14
8/22/2008	Credit Card # *****3306		(173.14)	0.00
9/21/2008	Invoice # 035-038067	432B35	162.32	162.32
9/21/2008	Invoice # 035-038068		10.82	173.14
9/24/2008	Credit Card # *****3306	432B35 38067	(173.14)	0.00
10/21/2008	Invoice # 035-039671	432B35	162.32	162.32
10/21/2008	Invoice # 035-039672		10.82	173.14
11/3/2008	Invoice # 035-040959	POD ID 432B35 Late fee for invoice 39671 432B35	15.00	188.14
11/21/2008	Invoice # 035-041091	432B35	162.32	350.46
11/21/2008	Invoice # 035-041092		10.82	361.28
12/2/2008	Invoice # 035-042314	432B35	69.70	430.98
12/5/2008	Invoice # 035-042456	POD ID 432B35 Late fee for invoice 41091 432B35	15.00	445.98
BALANCE			445.98	

email: accounting@podsorlando.com
Fax #407-888-2309

FOR PICK UP AND DELIVERY OF A POD CALL 1-888-776-PODS (7637)
For Accounting questions call 1-407-888-2111
12/23/2008

Tear here



Austin, TX
13631425
12/23/08

Change of Address

13631425

PODS, INC.
9550 Parksouth Ct #300
Orlando, FL 32837
Please remit this portion with your payment

Amount Due 445.98
Amount Enclosed _____

Balance

Sheets & Crossfield, P.C.

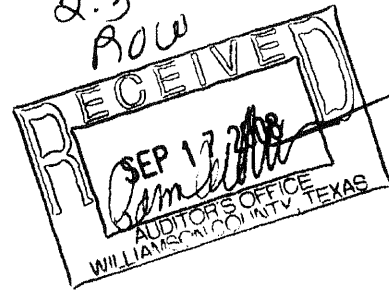
ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

33634
Thrall

Request for Check

PTT 0204-04-040
PTTall
Q.3
ROW



Project Name: WMCO Bonds Hwy 79/Section 5A--Parcel 13/Lenz

Legal description:

0.347 AC out of the Hardy Pace Survey Abstract No. 493

Name on Check:

Lenz Acres Partnership

SSN#:

20-0944450

Mailing Address:

PO Box 75

Thrall, TX 76578

Amount of Check:

\$26,296.00

Date to Pick Up Check:

9/23/08

Requested by:

A handwritten signature in cursive script, appearing to read "LDworacz".

Date: 9/15/08

Lisa Dworaczyk

Sheets & Crossfield, P.C.

Approved by:

A handwritten signature in cursive script, appearing to read "Dan A. Gattis".

Date: 9/15/08

Dan A. Gattis, County Judge
Williamson County

Hwy 78 (Sec. 5A)—parcel 13

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, LENZ ACRES PARTNERSHIP, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, "GRANTEE", plans to acquire a fee simple interest in the tract(s) of land described in Exhibit "A", whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of the Highway 79 roadway improvements (Project).

NOW THEREFORE, BE IT KNOWN:

That in consideration of the sum of TWENTY SIX THOUSAND TWO HUNDRED NINETY SIX AND NO/100 DOLLARS (\$26,296.00) paid by the GRANTEE, which amount represents 90% of the estimated compensation for the acquisition of the Property to be acquired and any damages to the remaining property, the receipt and sufficiency of which are hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A".

GRANTOR warrants and represents by, through, and under the GRANTEE, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, and that any necessary and proper releases will be executed for the Property prior to funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibit "A", and any other property to be acquired from GRANTOR.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the

closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibit "A".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for the current uses of such property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take temporary possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date when the special commissioners' award is deposited in the registry of the court.
4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantee's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantee shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantee is or is not the owner of said property, now or in the future.

5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.

Executed this the 25th day of June, 2008.

GRANTOR:

LENZ ACRES PARTNERSHIP

By: Raymond Lenz

Its: Representative

GRANTEE:

WILLIAMSON COUNTY, TEXAS

[Signature]
County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

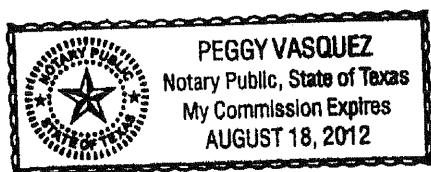
This instrument was acknowledged before me on this the 25th day of June, 2008
by Raymond Lenz, in the capacity and for the purposes and consideration recited
herein.



Jennifer S. Goodenow
Notary Public, State of Texas
Printed Name: Jennifer S. Goodenow
My Commission Expires: 10-19-08

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 9th day of September,
2008 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and
consideration recited herein.



Peggy Vasquez
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Sheets & Crossfield, P.C.

309 E. Main St.
Round Rock, TX 78664
(512) 255-8877

Statement as of December 31, 2008 ✓

Statement No. 23199 ✓

Williamson County
The Honorable Judge Dan A. Gattis
Williamson County Commissioner's Court
710 Main
Georgetown TX 78627

Hwy 79 (pass through) East of Taylor to Thrall
PTT0204-04-040
Matter ID: 1027.0620

Professional Fees:

			<u>Hours</u>	<u>Amount</u>
12/01/08	LD	Work on memos to Commissioners Court for authorizing condemnation on Parcel 35 and Parcel 42.	0.70	\$63.00
12/04/08	LD	Telephone conferences with Jan Grisham and Clayton Kerr regarding property owned by WMCO on Hwy 79.	0.50	\$45.00
12/08/08	DJC	Work on improvement removal issues.	0.60	\$108.00
	LD	Telephone conference with Rachel regarding a supplemental relocation payment on Parcel 20. Review file.	0.50	\$45.00
12/10/08	DJC	Work on billboard relocation issues and resolution of conflict with Taylor sign ordinance for same.	0.40	\$72.00
	LD	Correspondence with Rachel regarding Parcel 20 relocation supplements.	0.50	\$45.00
12/15/08	LD	Work on Parcel 20/Threadgill supplement and check request. Telephone conference with Rachel regarding same.	0.50	\$45.00
	LD	Work on Johnson billboard removal payment check request. Telephone conference with Rachel regarding same.	0.50	\$45.00
12/23/08	DJC	Work on completion of Transit Mix closing issues, and utility relocation agreement letter for same.	0.50	\$90.00
Sub-total Fees:			<u>4.70</u>	<u>\$558.00</u> ✓

Expenses:

12/05/08	Invoice #22363 from Surveying and Mapping (SAM) - November services.	883.90 ✓
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Williamson County
Matter ID: 1027.0620

Page 2

Sub-total Expenses:

Total Current Billing:

Total Now Due:

Amount

\$883.90

\$1,441.90

\$1,441.90

V#5100

RR

PTT0204-04-040

OTT all

2.2

Prof

2/1/09 1-07-09

Timekeeper Summary

Name

Don Childs

Lisa Dworaczyk

Hours

Rate

Amount

1.50

180.00

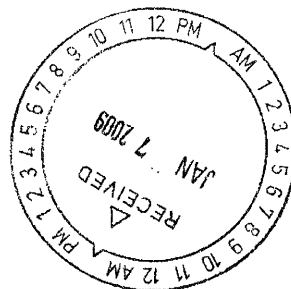
\$270.00

3.20

90.00

\$288.00

[Handwritten signature]
1-6-09



Sheets & Crossfield, P.C.

309 E. Main St.
Round Rock, TX 78664
(512) 255-8877

Statement as of December 31, 2008
Statement No. 23252

Williamson County
The Honorable Judge Dan A. Gattis
Williamson County Commissioner's Court
710 Main
Georgetown TX 78627

Hwy 79 (pass through) East of Taylor to Thrall
PTT0204-04-040
Matter ID: 1027.0620

Expenses:

01/05/09 Invoice #122311 dated 12/23/08 from Spitzer &
Associates (invoice was not received due to holiday
closures until Jan 5, 2009)

Sub-total Expenses:

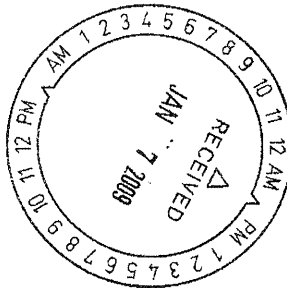
Total Now Due:

Amount

1,175.26

\$1,175.26

\$1,175.²⁶



[Handwritten signature]
1-6-09

V#5100
RR
PTT0204-04-040
PTTall
2.2
Prop
1.07.09

Reimbursement Resolution for Pass Through Finance Bond US 183A Extension (PTT0273-04-026)

Commissioners Court - Regular Session

Date: 02/24/2009
 Submitted By: Pam Navarrette, County Auditor
 Submitted For: Pam Navarrette
 Department: County Auditor
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving reimbursement certificate expressing official intent to reimburse costs on Pass Through Finance Bond for various invoices in the amount of \$297,774.65 associated with US 183A Extension to SH 29 (PTT0273-04-026).

Background

Pass Through Finance Bond expected to be issued by the end of February 2009. General fund will be reimbursed once bonds are issued.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Reimbursement Certificate US 183 A Extension](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/19/2009 10:12 AM
 Final Approval Date: 02/19/2009

**REIMBURSEMENT CERTIFICATE
EXPRESSING
OFFICIAL INTENT TO REIMBURSE COSTS OF
US 183A Extension (PTT0273-04-026)**

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers, and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project; and

WHEREAS, by resolution approved by the Commissioners Court on February 24, 2009, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:

Section 1. The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$297,774.65 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date:

County Judge

Exhibit "A"

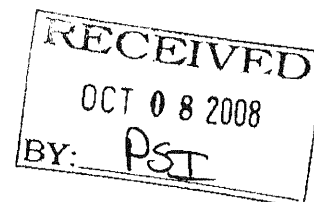
US 183A Extension (PTT0273-04-026)

(See Attached Invoices)

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC

3409 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505

September 24, 2008



Williamson County
c/o Prime Strategies
1598 South Lamar Blvd.
Austin, Texas 78704

Attention: Michael Weaver

Invoice Number:
438901/07/VIII

For Professional Services in connection with PS&E for US 183 Bridge at South San Gabriel River.

Services rendered through August, 2008

ITEM	DESCRIPTION	APPROX. % COMP.	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0140	Project Quantities (FC 163)	100.00%	\$ 11,196.72	\$ 38.22	\$ 11,196.72
1601	Roadway Plan & Profile (FC 160)	100.00%	\$ 34,556.83	\$ 45.83	\$ 34,556.83
1603	Intersection Design (FC 160)	100.00%	\$ 12,918.79	\$ 18.79	\$ 12,918.79
1605	Miscellaneous Roadway (FC 160)	100.00%	\$ 4,954.99	\$ 8.99	\$ 4,954.99
1632	Traffic Control Plans (FC 163)	100.00%	\$ 17,854.56	\$ 38.56	\$ 17,854.56
1700	Bridge Design Northbound (FC 170)	100.00%	\$ 178,295.95	\$ 24,858.07	\$ 178,295.95
ODC	Other Direct Costs	1.99%	\$ 4,010.15	\$ 38.34	\$ 79.84
Total			\$ 263,787.99	\$ 25,046.80	\$ 259,857.69

Less Previously Billed Invoices

\$ 234,810.88

AMOUNT DUE THIS INVOICE

438901/TGL/VIII

WILLIAMSON COUNTY
INVOICE

\$ 25,046.80

Approved by:

Funding Source: ☒ GO ☒ COOther: 0273-04-026-3.1
Project/Dept. #

Date 10/08/08

Pay by: ☒ Check ☐ Wire

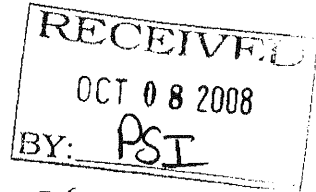
FY 08
old year
#25735

HOU
PTT 0273-04-026
PTT all
3-1 Prof

10-19-08

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC
 3400 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505

September 29, 2008



Williamson County
 c/o Prime Strategies
 1598 South Lamar Blvd.
 Austin, Texas 78704

Attention: Michael Weaver

Invoice Number:
 432001/18/VIII

For Professional Services on connection with US 183 from Riva Ridge Drive to SH 29.

Services rendered through August, 2008

ITEM	DESCRIPTION	APPROX. % COMP.	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0111	Specs & General Notes	100.00%	\$ 16,074.86	\$ 25.11	\$ 16,074.86
0130	Project Planning	100.00%	\$ 21,097.06	\$ 24.81	\$ 21,097.06
0139	Bid Phase	0.00%	\$ 29,614.63	\$ -	\$ -
0140	Project Quantities	100.00%	\$ 71,707.93	\$ 19.78	\$ 71,707.93
0150	Project Coordination	100.00%	\$ 118,909.81	\$ 38.78	\$ 118,909.81
0198	Plan Review	100.00%	\$ 114,563.05	\$ 20.51	\$ 114,563.05
1100	Design Studies	100.00%	\$ 68,246.18	\$ 52.73	\$ 68,246.18
1300	Right of Way Data	100.00%	\$ 11,958.53	\$ 17.53	\$ 11,958.53
1410	Coordination Meetings	100.00%	\$ 72,810.65	\$ 51.90	\$ 72,810.65
1500	Field Survey	100.00%	\$ 6,372.98	\$ 7.48	\$ 6,372.98
1601	Roadway Plan & Profile	100.00%	\$ 49,588.20	\$ 34.45	\$ 49,588.20
1603	Intersection Design	100.00%	\$ 35,011.32	\$ 39.07	\$ 35,011.32
1605	Miscellaneous Roadway	100.00%	\$ 55,037.70	\$ 25.95	\$ 55,037.70
1612	Storm Wtr Collection & Convey	100.00%	\$ 113,433.11	\$ 9.73	\$ 113,433.11
1615	SW3P	100.00%	\$ 62,420.56	\$ 25.43	\$ 62,420.56
1616	Culverts	100.00%	\$ 224,315.14	\$ 19.35	\$ 224,315.14
1620	Signing Markings & Signals	100.00%	\$ 30,499.69	\$ 17.44	\$ 30,499.69
1631	Retaining Walls	100.00%	\$ 42,810.30	\$ 4.17	\$ 42,810.30
1632	Traffic Control Plans	100.00%	\$ 92,750.60	\$ 14.60	\$ 92,750.60
1700	Bridge Design Northbound	100.00%	\$ 172,982.48	\$ 10.18	\$ 172,982.48
1810	Hydraulic Studies	100.00%	\$ 114,153.30	\$ 9.13	\$ 114,153.30
ODC	Fugro	99.16%	\$ 51,427.00	\$ 50,992.50	\$ 50,992.50
ODC	HDR/WHM	71.13%	\$ 57,624.74	\$ 330.00	\$ 40,987.89
ODC	SAM, Inc. - Dannenbaum Engineering	100.00%	\$ 129,098.44	\$ -	\$ 129,098.44
ODC	SAM, Inc. - Williamson County	100.00%	\$ 12,815.00	\$ 11,260.00	\$ 89,863.89
ODC	Hicks & Co.	98.23%	\$ 75,731.00	\$ -	\$ 74,388.56
ODC	Other Direct Costs	40.60%	\$ 23,646.23	\$ 103.92	\$ 9,601.23
Total			\$ 2,005,814.27	\$ 63,154.55	\$ 1,889,675.96

Less Previously Billed Invoices

AMOUNT DUE THIS INVOICE

432001/TGL/VIII

Funding Source: ☒ GO ☒ CO

Other:

Project/Dept. # 0273-04-026-3.1

Date 10 / 08 / 08

Pay by: ☒ Check ☐ Wire

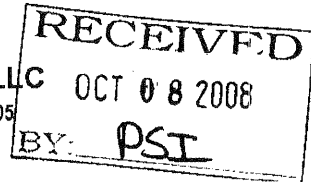
\$ 1,826,521.41

\$ 63,154.55

Handwritten: 10-15-08

Handwritten: 10-17-08

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC
3409 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505



September 29, 2008

Williamson County
c/o Prime Strategies
1598 South Lamar Blvd.
Austin, Texas 78704

Attention: Michael Weaver

Invoice Number:
432002/07/VIII

For Professional Services on connection with US 183 from Riva Ridge Drive to SH 29 - W.A. #2.

Services rendered through August, 2008

ITEM	DESCRIPTION	APPROX. % COMP.	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0140	Project Quantities (FC 163)	99.77%	\$ 20,914.61	\$ -	\$ 20,865.50
1601	Roadway Plan & Profile (FC 160)	99.78%	\$ 13,290.11	\$ -	\$ 13,261.00
1603	Intersection Design (FC 160)	99.92%	\$ 14,391.21	\$ -	\$ 14,380.00
1605	Miscellaneous Roadway (FC 160)	97.06%	\$ 659.38	\$ -	\$ 640.00
1631	Retaining Walls (FC 163)	99.53%	\$ 12,965.21	\$ -	\$ 12,904.00
1632	Traffic Control Plans (FC 163)	99.82%	\$ 16,932.72	\$ -	\$ 16,902.50
1811	Water Quality Pond Design (FC 161)	99.83%	\$ 89,861.77	\$ 12,940.00	\$ 89,712.00
1812	Impact Analysis (FC 161)	99.65%	\$ 17,118.37	\$ 3,360.00	\$ 17,058.00
1813	FEMA (FC 161)	78.85%	\$ 35,715.55	\$ 11,234.00	\$ 28,161.00
ODC	Fugro	100.00%	\$ 46,038.00	\$ 46,038.00	\$ 46,038.00
ODC	SAM, Inc. - Williamson County	94.05%	\$ 67,685.00	\$ -	\$ 63,659.44
ODC	Other Direct Costs	1.67%	\$ 10,477.36	\$ 129.86	\$ 174.48
Total			\$ 346,049.29	\$ 73,701.86	\$ 323,755.92

Less Previously Billed Invoices

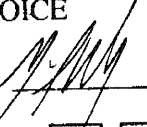
Meals - K. Collins

AMOUNT DUE THIS INVOICE

432002/TGL/VIII

**WILLIAMSON COUNTY
INVOICE**

\$ 250,054.07

Approved by: 

\$ 73,701.86

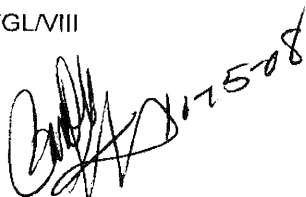
Funding Source: ☒ GO ☒ CO

Other:

Project/Dept. # 0273-04-026-3.1

Date 10 / 08 / 08

Pay by: ☒ Check ☐ Wire

 10/15/08

 10/15/08

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC
3409 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505

DEC 30 2008

PSI

N# 25735 December 29, 2008

Williamson County
c/o Prime Strategies, Inc.
1598 South Lamar Blvd.
Austin, Texas 78704

Attention: Michael Weaver

Invoice Number:
421601/29/VIII

For Professional Services

Schematic for US 183, South Fork San Gabriel River to SH 29.
CSJ No. 0273-04-026

Services rendered through November, 2008

ITEM	DESCRIPTION	APPROX. % COMP.	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0150	Project Coordination	100.00%	\$ 76,076.00	\$ -	\$ 76,076.00
1100	Alternative Schematic Layouts (3)	100.00%	\$ 98,921.00	\$ -	\$ 98,920.60
1150	Develop Schematic for Recommended Alternative	100.00%	\$ 83,327.00	\$ -	\$ 83,327.00
1840	Highway Capacity Analysis	99.99%	\$ 11,440.00	\$ -	\$ 11,439.40
1200	Public Meetings/Hearing	100.00%	\$ 34,384.00	\$ -	\$ 34,384.00
1400	Utility Coordination	100.00%	\$ 8,664.00	\$ -	\$ 8,664.00
1810	Drainage: Hydrologic/Hydraulic Analysis	100.00%	\$ 80,022.00	\$ -	\$ 80,022.00
0198	Quality Assurance/Quality Control	100.00%	\$ 36,216.00	\$ -	\$ 36,216.00
	Hicks & Company	99.93%	\$ 112,117.00	\$ -	\$ 112,034.13
	Sam, Inc. (Aerial Mapping)	98.44%	\$ 111,321.00	\$ -	\$ 109,589.08
	Sam, Inc. (Right of Way) for Williamson County	84.02%	\$ 118,679.00	\$ 1,772.50	\$ 99,716.74
	Other Direct Costs	7.11%	\$ 28,628.25	\$ -	\$ 2,034.31
	Total		\$ 799,795.25	\$ 1,772.50	\$ 752,423.26

Less Previously Billed Invoices

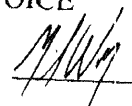
\$ 750,650.76

AMOUNT DUE THIS INVOICE

\$ 1,772.50

421601/TGL/VIII

WILLIAMSON COUNTY
INVOICE

Approved by: 

Funding Source: ☒ GO ☒ CO

Other:

0273-04026-3.1
Project/Dept. #

Date 12/30/08

Pay by: ☒ Check ☐ Wire

DEC 30 2008

PSI

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC

3409 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505

✓ #25735 December 29, 2008

Williamson County
c/o Prime Strategies
1598 South Lamar Blvd.
Austin, Texas 78704

4604
PTT 0073-04-028
PTT 0073
3-1 PTT

Attention: Michael Weaver

Invoice Number:
432001/21/VIII

For Professional Services on connection with US 183 from Riva Ridge Drive to SH 29.

Services rendered through November, 2008

ITEM	DESCRIPTION	APPROX. % COMP.	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0111	Specs & General Notes	100.00%	\$ 16,074.86	\$ -	\$ 16,074.86
0130	Project Planning	100.00%	\$ 21,097.06	\$ -	\$ 21,097.06
0139	Bid Phase	0.00%	\$ 29,614.63	\$ -	\$ -
0140	Project Quantities	100.00%	\$ 71,707.93	\$ -	\$ 71,707.93
0150	Project Coordination	100.00%	\$ 118,909.81	\$ -	\$ 118,909.81
0198	Plan Review	100.00%	\$ 114,563.05	\$ -	\$ 114,563.05
1100	Design Studies	100.00%	\$ 68,246.18	\$ -	\$ 68,246.18
1300	Right of Way Data	100.00%	\$ 11,958.53	\$ -	\$ 11,958.53
1410	Coordination Meetings	100.00%	\$ 72,810.65	\$ -	\$ 72,810.65
1500	Field Survey	100.00%	\$ 6,372.98	\$ -	\$ 6,372.98
1601	Roadway Plan & Profile	100.00%	\$ 49,588.20	\$ -	\$ 49,588.20
1603	Intersection Design	100.00%	\$ 35,011.32	\$ -	\$ 35,011.32
1605	Miscellaneous Roadway	100.00%	\$ 55,037.70	\$ -	\$ 55,037.70
1612	Storm Wtr Collection & Convey	100.00%	\$ 113,433.11	\$ -	\$ 113,433.11
1615	SW3P	100.00%	\$ 62,420.56	\$ -	\$ 62,420.56
1616	Culverts	100.00%	\$ 224,315.14	\$ -	\$ 224,315.14
1620	Signing Markings & Signals	100.00%	\$ 30,499.69	\$ -	\$ 30,499.69
1631	Retaining Walls	100.00%	\$ 42,810.30	\$ -	\$ 42,810.30
1632	Traffic Control Plans	100.00%	\$ 92,750.60	\$ -	\$ 92,750.60
1700	Bridge Design Northbound	100.00%	\$ 172,982.48	\$ -	\$ 172,982.48
1810	Hydraulic Studies	100.00%	\$ 114,153.30	\$ -	\$ 114,153.30
ODC	Fugro	99.16%	\$ 51,427.00	\$ -	\$ 50,992.50
ODC	HDR/WHM	89.36%	\$ 57,624.74	\$ 4,278.45	\$ 51,494.84
ODC	SAM, Inc. - Dannenbaum Engineering	80.58%	\$ 160,212.22	\$ -	\$ 129,098.99
ODC	SAM, Inc. - Williamson County	94.40%	\$ 112,815.00	\$ 2,835.00	\$ 106,499.80
ODC	Hicks & Co.	98.23%	\$ 75,731.00	\$ -	\$ 74,388.56
ODC	Other Direct Costs	42.13%	\$ 23,646.23	\$ 62.52	\$ 9,962.13
Total			\$ 2,005,814.27	\$ 7,175.97	\$ 1,917,180.27

Less Previously Billed Invoices

\$ 1,910,004.30

AMOUNT DUE THIS INVOICE

\$ 7,175.97

432001/TGL/VIII

DEC 30 2008

PSI

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC

3409 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505

V# 25735 December 29, 2008

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BIT 0273-04-026

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Brell.

Williamson County
c/o Prime Strategies
1598 South Lamar Blvd.
Austin, Texas 78704

Attention: Michael Weaver

Invoice Number:
432002/10/VIII

For Professional Services on connection with US 183 from Riva Ridge Drive to SH 29 - W.A. #2.

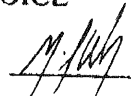
Services rendered through November, 2008

ITEM	DESCRIPTION	APPROX. % COMP.	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0140	Project Quantities (FC 163)	100.00%	\$ 20,914.61	\$ -	\$ 20,914.61
1601	Roadway Plan & Profile (FC 160)	100.00%	\$ 13,290.11	\$ -	\$ 13,290.11
1603	Intersection Design (FC 160)	100.00%	\$ 14,391.21	\$ -	\$ 14,391.21
1605	Miscellaneous Roadway (FC 160)	100.00%	\$ 659.38	\$ -	\$ 659.38
1631	Retaining Walls (FC 163)	100.00%	\$ 12,965.21	\$ -	\$ 12,965.21
1632	Traffic Control Plans (FC 163)	100.00%	\$ 16,932.72	\$ -	\$ 16,932.72
1811	Water Quality Pond Design (FC 161)	100.00%	\$ 89,861.77	\$ -	\$ 89,861.77
1812	Impact Analysis (FC 161)	100.00%	\$ 17,118.37	\$ -	\$ 17,118.37
1813	FEMA (FC 161)	100.00%	\$ 35,715.55	\$ -	\$ 35,715.55
ODC	Fugro	100.00%	\$ 46,038.00	\$ -	\$ 46,038.00
ODC	SAM, Inc. - Williamson County	94.05%	\$ 67,685.00	\$ -	\$ 63,659.44
ODC	Other Direct Costs	4.84%	\$ 10,477.36	\$ 226.98	\$ 506.76
Total			\$ 346,049.29	\$ 226.98	\$ 332,053.13

Less Previously Billed Invoices

WILLIAMSON COUNTY
INVOICE

\$ 331,826.15

AMOUNT DUE THIS INVOICEApproved by: 

\$ 226.98

432002/TGL/VIII

Funding Source: ☒ GO ☐ CCOther:

Project/Dept. # 0273-04-026-3.1

Date 12/30/08

Pay by: ☒ Check ☐ Wire

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC

3409 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505

DEC 30 2008

PST

December 29, 2008

Williamson County
c/o Prime Strategies
1598 South Lamar Blvd.
Austin, Texas 78704

Attention: Michael Weaver

Invoice Number:
438901/08/VIII

For Professional Services in connection with PS&E for US 183 Bridge at South San Gabriel River.

Services rendered September through November, 2008

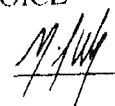
ITEM	DESCRIPTION	APPROX. % COMP	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0140	Project Quantities (FC 163)	100.00%	\$ 11,196.72	\$ -	\$ 11,196.72
1601	Roadway Plan & Profile (FC 160)	100.00%	\$ 34,556.83	\$ -	\$ 34,556.83
1603	Intersection Design (FC 160)	100.00%	\$ 12,918.79	\$ -	\$ 12,918.79
1605	Miscellaneous Roadway (FC 160)	100.00%	\$ 4,954.99	\$ -	\$ 4,954.99
1632	Traffic Control Plans (FC 163)	100.00%	\$ 17,854.56	\$ -	\$ 17,854.56
1700	Bridge Design Northbound (FC 170)	100.00%	\$ 178,295.95	\$ -	\$ 178,295.95
ODC	Other Direct Costs	2.77%	\$ 4,010.15	\$ 31.26	\$ 111.10
Total			\$ 263,787.99	\$ 31.26	\$ 259,888.94

Less Previously Billed Invoices

\$ 259,857.68

AMOUNT DUE THIS INVOICE

438901/TGL/VIII

WILLIAMSON COUNTY
INVOICEApproved by: Funding Source: ☒ GO ☒ COOther: 0273-04-026-3.1
Project/Dept. #

Date 12/30/08

Pay by: ☒ Check ☐ Wire

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

33885
Leg

BT0243-04-026
BTell
2-3 Row

Request for Check

Project Name: WMCO Pass Thru Tolls US 183 Extension Parcel 25/Dowdy

Legal description:

3.993 acre tract out of the John B. Robinson survey Abstract No. 521

Name on Check:

Harold L. Dowdy Sr.
Johnnie T. Dowdy

SSN#:

466-42-7732
464-56-3940

Mailing Address:

709 South Gabriel Dr.
Leander, TX 78641

Amount of Check:

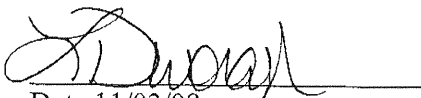
\$175,709.00

69,381.59

Date to Pick Up Check:

11/11/08

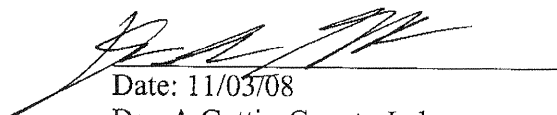
Requested by:



Date: 11/03/08

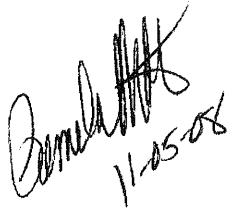
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:



Date: 11/03/08

Dan A. Gattis, County Judge
Williamson County


11-05-08

Blank WMCO check request (00111875).DOC/jw

OPTION CONTRACT
Highway 183—Williamson County

Preamble

This Option Contract is made effective the 30th day of Oct., 2008, by HAROLD L. DOWDY, SR. AND JOHNNIE T. DOWDY, referred to in this Option Contract as OPTIONORS (whether one or more), and WILLIAMSON COUNTY, referred to in this Option Contract as the COUNTY.

Recitals

WHEREAS, OPTIONORS are the owners of approximately 4.061 acres of real property in Williamson County, Texas, more particularly described in Exhibits A-C attached hereto and made a part of this Option Contract;

WHEREAS, the COUNTY desires to acquire the exclusive irrevocable right and option to purchase, without becoming obligated to purchase, fee simple title to the property described in Exhibit A, an access easement in and across the property described in Exhibit B, and a temporary construction easement in and across the property described in Exhibit C, referred to in this Option Contract as the "Property", at an agreed price and under specified terms and conditions;

WHEREAS, the parties may execute a Memorandum of Option concurrently with the execution of this Option Contract, which memorandum is to be recorded to give notice of the existence of this Option Contract, and which is incorporated herein by reference and made a part hereof; and

THEREFORE, it is agreed as follows:

Grant of Option

1. For the consideration expressed in Paragraph 3 of this Option Contract, OPTIONORS hereby grant to the COUNTY the exclusive irrevocable right and option to purchase all of the Property described in Exhibit A, to purchase an access easement in, to and across all of the Property described in Exhibit B, and to purchase a temporary construction easement in, to and across the property described and shown in Exhibit C, at the price and under the terms set forth herein.

Option Period

2. The initial period for the option to purchase the Property shall commence as of the time of execution of this Option Contract and continue until February 1, 2009 (the "Option Period"). COUNTY shall have the further option to extend the option period for two additional periods of two (2) months each if necessary to complete any due diligence required prior to exercising the option described herein. The election of

such extension shall be made in writing prior to the extension of each subsequent option period.

Consideration

3. This option is granted in consideration of the COUNTY'S payment to OPTIONORS of the sum of ONE HUNDRED SEVENTY FIVE THOUSAND SEVEN HUNDRED NINE AND 00/100 Dollars (\$175,709.00), payable by a check drawn to the order of OPTIONORS within 14 days after the full execution of the Option Contract.

Purchase Price

4. The purchase price for the Property shall be the sum of (1) SEVEN HUNDRED EIGHTY SIX THOUSAND NINE HUNDRED FORTY THREE AND 00/100 Dollars (\$786,943.00) for the purchase of the land, and (2) ONE HUNDRED SEVEN THOUSAND ONE HUNDRED ONE AND 00/100 Dollars (\$107,101.00) for the purchase of any improvements on the Property, the replacement of any fencing and associated clearing for same, and any damages to the remaining property, for a total purchase price of EIGHT HUNDRED NINETY FOUR THOUSAND AND FORTY FOUR AND 00/100 Dollars (\$894,044.00). In the event the option is not exercised before the expiration of the option period and any extensions thereto, the option shall terminate and be of no further force or effect. Whereupon neither the COUNTY nor OPTIONORS shall have any further rights or obligations hereunder, except that OPTIONORS shall be entitled to retrain the Option Payment made pursuant to Paragraph 3.

Application of Consideration to Purchase Price

5. If this option is exercised in accordance with the terms hereof, then of the total consideration paid to OPTIONORS by the COUNTY as an option payment pursuant to Paragraph 3 above, shall be applied to reduce the purchase price payable for the Property.

Exercise of Option

6. This option may be exercised by the COUNTY at any time prior to the expiration of the Option Period or any extensions thereto, by depositing written notice to such effect in the United States mail on or before 5:00 P.M. on the aforesaid date, or delivering written notice of the exercise of this option to OPTIONORS as set forth in Paragraph 20 below. The giving of such notice shall create a binding contract of purchase and sale of all of the Property between the parties hereto, and the time period for closing the sale shall be as hereinafter set forth. If the COUNTY fails to exercise this option before expiration of the Option Period, the consideration paid herewith shall be retained by OPTIONORS.

Terms of Sale

7. On the exercise of the option granted in this Option Contract, the terms of sale shall be as follows: Within 30 days after the payment of the consideration set out in Paragraph 3 above, OPTIONORS must deposit in escrow with Texas American Title Company (the "Title Company"), as escrow agent, a special warranty deed to the Property, conveying fee simple title to the property described in Exhibit A, free and clear of all liens, encumbrances and other defects in title, except as permitted herein, the deed to be in the form attached as Exhibit D, the access easement to be in the form attached as Exhibit E, and the temporary construction easement to be in the form attached as Exhibit F. Within 30 days after the exercise of the option as set out in Paragraph 6 above, OPTIONERS must deposit in escrow such affidavits, settlement statements and other closing documents that are reasonably required by the title company (it being agreed however that liens against the Property may be released contemporaneously with the payment from the COUNTY). At or before closing, OPTIONORS must resolve the items that are listed on Schedule C of the Title Commitment, which has previously been provided to OPTIONERS, and remove all exceptions that arise by, through or under OPTIONORS after the effective date of this Option Contract. Within the same time period, the COUNTY must deposit in escrow with the title company the funds necessary to pay the purchase price, together with such affidavits, settlement statements and other closing documents that are reasonably required by the title company. The parties hereby instruct the Title Company within the period specified in the preceding paragraph to do the following:

Unless delay is caused by the acts or omissions of OPTIONORS, by circumstances beyond the COUNTY'S control, or by agreement of the parties, the closing must occur on or before 5:00 pm, Central time, on or before the expiration of 30 days after execution of the option by COUNTY, or otherwise within 10 days after the completion of any title curative matters or other prerequisites as described above. On or before such date, the Title Company shall close such escrow if and when it is prepared to issue its standard coverage policy of title insurance with liability in the principal amount of the purchase price for the particular parcel, insuring the interest of the COUNTY, subject only to the following:

- (i) the exceptions applicable to the particular parcel as listed on Schedule B of the Title Commitment;
- (ii) the exceptions contained in its customary printed form of standard coverage policy of title insurance;
- (iii) the reservations in the deed as authorized herein;

Record the deed in Williamson County, Texas, and deliver it to the COUNTY and disburse the sale proceeds to OPTIONORS. ;

On the closing of such escrow, the COUNTY must pay the recording fees, the premium for the policy of title insurance, survey, and the title company's escrow fee. All

of the costs and expenses of curing any defect or defects in the title shall be borne by COUNTY. Property taxes must be prorated and paid as of the date of closing pursuant to Sections 11.11, 11.42 and 26.11, Texas Tax Code.

Retention of Consideration

8. If this option or any extension thereof is not exercised, all sums paid and services rendered to OPTIONORS by the COUNTY shall be retained by OPTIONORS in consideration of the granting of this option.

Automatic Termination

9. If the COUNTY fails to exercise the option in accordance with the terms of this Option Contract within the Option Period or any extension thereof, then the option to purchase granted by this Option Contract, and this Option Contract and the rights thereunder of the COUNTY, shall automatically and immediately terminate without notice and the COUNTY shall thereafter properly execute, acknowledge, and deliver to OPTIONORS within 30 days of request therefore, a release or other document required by OPTIONORS or a title insurance company to verify the termination of this Option Contract. If the COUNTY shall fail to execute and deliver such release or other document to verify the termination of this Option Contract as provided above, OPTIONORS shall be entitled to execute and cause to be recorded an Affidavit confirming the termination of this Option Contract, which Affidavit shall be conclusive evidence of the termination of this Option Contract.

Assignability of Option

10. The COUNTY shall not assign this option to any person or business entity. The COUNTY may however, without the consent of OPTIONORS, assign this option to any other governmental entity, including a municipality, county, regional mobility authority, tollway and/or mass transportation authorities lawfully authorized to acquire real property for transportation purposes.

Removal of Improvements and Personal Property

11. OPTIONORS reserve the right to remove from the Property the following improvements: fences and other improvements, whether similar or dissimilar to the foregoing, and any personal property belonging to OPTIONORS on the Property. The right may be exercised at any time and from time to time either before or after the parcels on which the improvements or personal property are located are conveyed to the COUNTY; provided, however, that any improvements or personal property remaining on property conveyed to the COUNTY after the expiration of 60 days from notice given by the COUNTY to OPTIONORS requesting removal of improvements or personal property

from that Property will be deemed abandoned and will become the property of the COUNTY.

OPTIONORS will have no obligation to remove any improvements or personal property, or any portion of the foregoing, that OPTIONORS do not desire to remove, and will have no obligation to restore the surface on any Property from which improvements or personal property are removed, with the following exceptions: (i) OPTIONORS must fill in any holes or trenches dug in the course of removal; and (ii) in the case of water wells from which equipment is removed, the well must be properly capped and the casing in the well left intact.

Continuing Use and Possession of Property

12. Subject to the express terms of this Option Contract, OPTIONORS shall have full possession and control of the Property and shall continue to bear all costs and liabilities related to the operation and maintenance thereof, including the payment of all real property taxes and assessments levied on the Property. OPTIONORS shall not grant any easement in, over, or under the Property, nor any lease of the Property without the written consent of the COUNTY.

Notwithstanding the above and subject to consent from the appropriate regulatory authority, it is expressly understood that OPTIONORS shall continue to have the unrestricted right in connection with the development of the adjacent property to place, construct, operate, repair, replace and maintain utility lines and facilities (including without limitation, water, wastewater, stormwater and drainage, gas, electric, telephone, and cable television lines and systems), public or private streets, roads and driveways, fences, signs and landscaping, in, over, under and across the Property, and to grant and/or dedicate public and/or private easements and rights-of-way for such purposes; provided, such utility lines and facilities and streets, roads and driveways are constructed across (as opposed to along) the Property as may be necessary to connect to utility systems located along or within the existing right-of-way of SH 183 or on the other side of such right-of-way or to connect to the main lanes of SH 183 until the Property is acquired and said highway is improved and expanded.

Restrictions on Development of Property

13. During the Option Period, OPTIONORS will prevent any additional uses, development or improvements of the Property that exceed the physical improvements and land use patterns of the Property as of the date of this Option Contract and that would tend to significantly increase its market value or increase the COUNTY'S demolition or removal costs. Specifically, OPTIONORS are prohibited from engaging in or permitting others to engage in the following uses and practices, which list is not exhaustive:

- a. To add new buildings or other improvements on the Property;
- b. To add to or modify an existing building or other improvement on the Property; provided however, that this restriction shall not prevent OPTIONORS from maintaining or repairing existing buildings and other improvements in good condition;
- c. To subdivide or further partition the Property; provided, OPTIONORS shall be entitled to include the Property as "reserved right-of-way" areas or lots in concept plans, master plans, preliminary subdivision plans or plats and final plats;
- d. To conduct any industrial or commercial use or activity on the Property;
- e. To construct, install or maintain signs or billboards; except for temporary subdivision identification signs or other on-site signs;

The COUNTY may seek to enjoin any activity or use of the Property that is inconsistent with this Paragraph 13.

The County's Right of Entry

14. The COUNTY, its employees and contractors shall have the right at any time after the date of this Option Contract and for so long thereafter as this Contract remains in effect, to enter upon the Property and (i) perform environmental, hazardous or toxic substance, and archeological investigations, (ii) map, engineer, and make soil tests, soundings and engineering surveys, and (iii) observe compliance with development restrictions set forth in Paragraph 13 above. All activities conducted on the Property hereunder shall be done at the sole cost and expense of the COUNTY and shall be done in a good and workmanlike and professional manner. The COUNTY will provide OPTIONORS with advance written notice, as set forth in Paragraph 20 below, at least 3 business days prior to entry on the Property. The COUNTY will perform and report its investigations on the Property in compliance with all County and federal environmental laws and in such a manner so as to not unreasonably interfere with OPTIONORS' possession and use of the Property. The COUNTY further agrees to promptly repair and restore or pay the cost of repairing and restoring any property damaged as a result of such inspections to a condition as nearly as possible to the condition existing prior to such work.

Relocation Assistance Benefits

15. Neither this grant nor the COUNTY'S exercise of the option to purchase will prejudice OPTIONORS' rights to any relocation benefits for which they may be eligible. The COUNTY will comply with all requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act with regard to the relocation assistance program including provision of written notices to owner-occupant and tenant displacees.

Status of Title

16. OPTIONORS warrant and represent that, upon closing, the title to the Property will be free and clear of all liens and encumbrances, including leases that can not be canceled upon 90 days notice, and that proper releases will be executed for the Property prior to purchase funds being disbursed under this Option Contract. OPTIONORS further warrant that no other person or business entity owns an interest in the fee title to the Property.

Mineral Rights

17. In the event that the COUNTY exercises its option to purchase, OPTIONORS' deed to the COUNTY shall reserve all of the oil, gas and other minerals, in and under said Property but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of the COUNTY to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the State Highway System of Texas.

Condition of Property

18. The COUNTY will fully inspect the Property and investigate its suitability, prior use, and title. Neither OPTIONORS nor OPTIONORS' representatives have represented to the COUNTY or, to the knowledge of the COUNTY, to any person on whom the COUNTY is relying, any facts whatsoever arising out of or relating to this transaction, except to the extent it is expressly stated in this Option Contract. The COUNTY'S decision to buy the Property is based entirely on its own independent determination. Except for the warranty of title, OPTIONORS specifically disclaim any express warranties, including but not limited to those of habitability and suitability of the property for any intended purpose and further disclaim any warranty of absence of latent defects. OPTIONORS disclaim all implied warranties. Except as otherwise expressly stated in this Option Contract, the COUNTY will buy the Property as-is, where-is.

Nuisance and Environmental Hazards

19. OPTIONORS must obey all laws applicable to the Property and must not create or permit a nuisance in, on, or under the Property.

OPTIONORS represent that to the best of their actual knowledge, OPTIONORS have not received notice with regard to any environmental violations or hazards pertaining to the Property and that, to the best of their actual knowledge and belief, OPTIONORS have not committed acts nor allowed activities on the Property that have been, or that may have resulted in violations of federal, County, county or municipal environmental laws, regulations, ordinances or other governing directives.

Notices

20. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received as of 3 days from mailing. Mailed notices shall be addressed as set forth below, but each party may change his, her or its address by written notice in accordance with this Paragraph.

To the OPTIONORS:

Harold L. Dowdy, Sr.
709 S. San Gabriel Drive
Leander, Texas 78641

Johnnie T. Dowdy
709 S. San Gabriel Drive
Leander, Texas 78641

To the COUNTY:

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

and to: Charlie Crossfield
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, Texas 78664

Entire Agreement

21. This Option Contract and a Memorandum of Option, if any, executed on the same date as this instrument and that is incorporated herein by reference and made a part hereof, contain the entire agreement between the parties relating to the option herein granted. Any oral representations or modifications concerning this Option Contract and the accompanying Memorandum shall be of no force and effect, excepting a subsequent modification in writing, signed by the party to be charged and supported by consideration.

Default

22. If OPTIONORS fail to comply with this Option Contract and such failure continues for a period of 21 days or more after written notice of the breach from the COUNTY, OPTIONORS will be in default and the COUNTY may proceed with one of the following, as its sole and exclusive remedy: (i) enforce specific performance, or (ii) terminate this Option Contract, recover as liquidated damages the option payments delivered to OPTIONORS pursuant to Paragraph 3, and, at the COUNTY'S option, elect to proceed with a condemnation proceeding for acquisition of the Property.

If the COUNTY fails to timely pay any sum due under this Option Contract, the COUNTY will be in default and OPTIONORS' sole remedy is to terminate this Option Contract and retain any payments previously made by the COUNTY. In the event of any such termination, the COUNTY shall thereafter properly execute, acknowledge, and deliver to OPTIONORS within 30 days of request therefore, a release or other document required by OPTIONORS or a title insurance company to verify the termination of this Option Contract.


Attorney's Fees

23. In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Option Contract or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

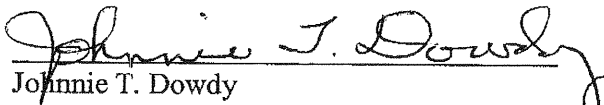
Binding Effect

24. This Option Contract and the accompanying Memorandum thereof shall bind and inure to the benefit of all the respective heirs, personal representatives, successors, and assigns of the parties hereto except as hereinabove expressly provided.

OPTIONORS:


Harold L. Dowdy, Sr.


Date: 28-Oct 2008
30/10


Johnnie T. Dowdy

Date: Oct 30 2008

COUNTY:

WILLIAMSON COUNTY, TEXAS


By: Dan A. Gattis
Title: County Judge

Date: 11-4-08

Sheets & Crossfield, P.C.

309 E. Main St.
Round Rock, TX 78664
(512) 255-8877

Statement as of September 30, 2008
Statement No. 22706

Williamson County
The Honorable Judge Dan A. Gattis
Williamson County Commissioner's Court
710 Main
Georgetown TX 78626

U.S. 183 San Gabriel to SH29 - PTT0273-04-026

Matter ID: 1027.0540

Professional Fees:

			<u>Hours</u>	<u>Amount</u>
08/26/08	DJC	Work on LCRA well site conflict and access issues, and view property regarding same. Work on potential release of easement for same. Work on substantial impairment of access issues, and research regarding same. Work on fence damage and repair compensation issues. Work on remainder damage issues.	5.00	\$900.00
	LD	Telephone conference with Harold Dowdy regarding status of ROW acquisition and option agreement. Work on fencing issues.	0.80	\$72.00
08/27/08	DJC	Work on responses to Dowdy information requests. Prepare draft option contract and memorandum of contract for Dowdy. Work on additional utility easement issues. Work on parcel removal issues. Work on brush removal issues from boring activities. Receive and review schematic revisions at north end of project. Work on draft deed for Dowdy and approval for proceeding with option process.	3.60	\$648.00
	LD	Met with Harold Dowdy on site to inspect boundary fences and the option agreement. Work on resolving fencing issues.	2.50	\$225.00
08/29/08	CDC	Read and respond to e-mails from Mike Weaver.	0.20	\$36.00
	CDC	Read and respond to e-mails from Lisa regarding Dowels.	0.20	\$36.00
	DJC	Work on easement relocation and addition issues, and correspondence with engineers regarding same. Work on Foster San Gabriel appraisal issues.	1.10	\$198.00
09/02/08	CDC	Conference with Tom Wolfe and Bill Pohl.	1.00	\$180.00
	CDC	Phone conference with Richard Ridings; read and respond to e-mails from Tom Arndt.	0.30	\$54.00

			<u>Hours</u>	<u>Amount</u>
09/02/08	DJC	Work on appraisal instructions and breakdown of assignments for parcel 7, and assumptions regarding land planning issues and relocation of utility easements. Receive and review comments and responses for Dowdy ESA documents.	1.50	\$270.00
09/03/08	CDC	Read and respond to e-mails from Rex Bohls.	0.30	\$54.00
	DJC	Receive and review plan exhibit for Wolf property and work on access issues for same. Work on valuation issues. Work on environmental approval issues. Telephone conference with Randy Wright regarding Foster San Gabriel issues.	1.50	\$270.00
09/04/08	LD	Telephone conference with Laura Harris regarding easements for Chisholm Trail on US 183 extension.	0.50	\$45.00
09/08/08	DJC	Work on access and temporary construction easement issues for Dowdy, and correspondence with engineers regarding same. Research regarding legal ability to acquire access rights for another owner. Work on potential Leander abandonment of well.	1.80	\$324.00
	LD	Receive and review appraisals for Parcel 22 and Parcel 31. Work on A-10 forms.	2.50	\$225.00
09/09/08	CDC	Phone conference with Gary Nelon from First State Bank.	0.40	\$72.00
09/10/08	DJC	Receive and review appraisals for parcels 22 and 31. Work on addition of TCE issues and telephone conference with Tommy L. regarding same. Work on water well abandonment issues. Work on parcel 10 access issues.	2.30	\$414.00
09/12/08	MP	Plan Sheet e-mailed to Gary Nelon.	0.20	\$9.00
	CDC	E-mails to Gary Nelon regarding First Texas Banks property.	0.50	\$90.00
	DJC	Work on bank access and possible reconfiguration issues.	1.20	\$216.00
09/15/08	DJC	Work on access and possible reconfiguration issues.	0.60	\$108.00
09/16/08	DJC	Work on detention pond issues. Work on Foster San Gabriel easement issues.	1.20	\$216.00
	LD	Receive and review Phase I Environmental approval on Parcel 25/Dowdy. Telephone conference with Mr. Dowdy regarding status of option agreement.	0.80	\$72.00
09/18/08	DJC	Work on utility relocation issues, and obligations for same. Work on valuation analysis issues. Work on release of Leander well interest.	1.00	\$180.00

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			Hours	Amount
09/18/08	LD	Receive and review meeting minutes from Chisholm utility relocation meeting.	0.30	\$27.00
	LD	Draft and mail an advance purchase offer letter for Kopecky/Parcel 31.	1.50	\$135.00
09/19/08	DJC	Work on easement location and conflict issues.	1.20	\$216.00
09/23/08	DJC	Work on Foster San Gabriel appraisal background information.	0.50	\$90.00
	LD	Telephone conference with Melissa Spangler regarding surveyors on site, timeline for ROW acquisitions and advance purchase options. Telephone conference with Mike Hodgkinson at SAM Inc. regarding same.	1.00	\$90.00
09/24/08	DJC	Work on Foster utility issues.	0.60	\$108.00

Sub-total Fees:

36.10 \$5,580.00 ✓

Expenses:

08/28/08	LD - 31 miles - Travel to US 183 Extension Dowdy tract. Plus toll fees of \$2.03.	20.17 ✓
09/02/08	Invoice #30013 from Sandy Rials.	500.00 ✓
	Invoice #30014 from Sandy Rials.	500.00 ✓
	Invoice #4 from National Valuation Group.	23,905.00 ✓
09/04/08	LD - 18 miles - Travel to Steger & Bizzell for meeting with Chisholm Trail.	10.53 ✓
09/22/08	Postage - Willie Kopecky/Edwin Kouba - Cert	9.70 ✓

Sub-total Expenses:

\$24,945.40

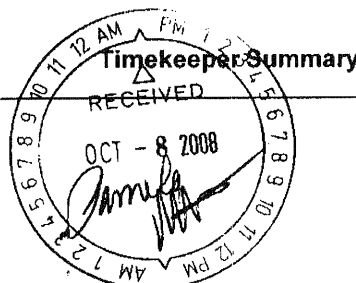
Total Current Billing:

\$30,525.40

Total Now Due:

\$30,525.40

Name
Charlie Crossfield
Don Childs
Lisa Dworaczyk
Michelle Pfeifer



Hours	Rate	Amount
2.90 ✓	180.00 ✓	\$522.00 ✓
23.10 ✓	180.00 ✓	\$4,158.00 ✓
9.90 ✓	90.00 ✓	\$891.00 ✓
0.20 ✓	45.00 ✓	\$9.00 ✓

11-7-08

Sheets & Crossfield, P.C.

309 E. Main St.
Round Rock, TX 78664
(512) 255-8877

Statement as of December 31, 2008
Statement No. 23197

Williamson County
The Honorable Judge Dan A. Gattis
Williamson County Commissioner's Court
710 Main
Georgetown TX 78626

U.S. 183 San Gabriel to SH29 - PTT0273-04-026
Matter ID: 1027.0540

Professional Fees:

			<u>Hours</u>	<u>Amount</u>
11/26/08	DJC	Receive and review updated title commitment for Foster acquisition, and work on title curative issues for same. Correspondence with Hightower regarding release issues.	1.50	\$270.00
12/01/08	LD	Receive and review field notes for Parcel 14 and 15. Work on new files. Correspondence with Julia regarding title commitments and Randy regarding appraisals.	1.50	\$135.00
	LD	Telephone conference with Elliott Mitchell regarding the status of acquisition on Parcel 15. Correspondence with Mr. Mitchell regarding field notes.	1.00	\$90.00
12/03/08	CDC	Phone conference with Bill Pohl.	0.30	\$54.00
	DJC	Telephone conference with appraiser regarding land planning and valuation issues for parcels 14 and 15, and work on background and view parcels for same.	2.40	\$432.00
12/05/08	LD	Receive and review HUD for Foster/Parcel 7. Work on check request for same.	0.70	\$63.00
12/07/08	DJC	Receive and review landscape easement release and new easement agreement documents from Bohls, draft deed and drainage easement documents for Foster acquisition, and work on title curative issues for same. Correspondence with Hightower regarding easement revisions and post closing agreement. Work on background exhibits for appraiser for parcels 14 and 15.	2.60	\$468.00
12/08/08	DJC	Receive and review survey exhibits for parcels 14 and 15, and work on analysis of potential damage issues and instructions to appraisers for same. Telephone conference with appraisers regarding highest and best use and land planning issues.	1.80	\$324.00

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			Hours	Amount
12/09/08	LD	Telephone conference with Laura Harris regarding the Dowdy Option Contract. Work on check request for same.	1.00	\$90.00
	DJC	Correspondence with Rex B. regarding status of closing and curative issues. Work on revisions to post closing agreement document. Work on initial analysis of potential relocation issues affecting value.	1.20	\$216.00
12/10/08	DJC	Telephone conference with Jesse A. regarding utility conflicts and coordination of process for acquiring easements. Work on legal authority for same. Work on Dowdy environmental approval issues.	1.00	\$180.00
12/15/08	DJC	Continue work and research on assumptions and instructions to appraisers for parcels 14 and 15, and cost to cure and land planning issues for same.	1.30	\$234.00
	DJC	Work on agreement regarding landscape lease and release of access easements and liens for Foster closing.	0.70	\$126.00
12/16/08	LD	Correspondence with Laura Harris regarding the status of CE on Parcel 25/Dowdy.	0.30	\$27.00
12/19/08	DJC	Work on Dowdy closing issues.	0.50	\$90.00
Sub-total Fees:			17.80	\$2,799.00

Expenses:

12/05/08	LD - 20 miles - Travel to WMCO Courthouse fir Judge's signature on Foster check request.	11.70
12/10/08	LD - 20 miles - Travel to WMCO to drop off check requests on Dowdy and Foster tracts.	11.70
12/19/08	LD - 26 miles - Travel to Tx American Title with funds for closing on Parcel 25/Dowdy.	15.21
12/22/08	LD - 34 miles - Travel to WMCO Courthouse to pick up check for Foster closing. Deliver same to title company.	19.89

Sub-total Expenses:

\$58.50

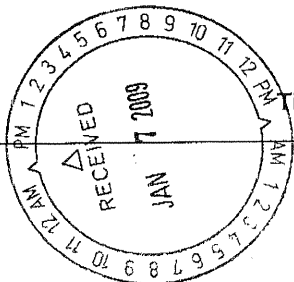
Total Current Billing:

\$2,857.50

Total Now Due:

\$2,857.50

Name
Charlie Crossfield
Don Childs



Timekeeper Summary

Hours	Rate	Amount
0.30	180.00	\$54.00
13.00	180.00	\$2,340.00

Sheets & Crossfield, P.C.

New yr.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

V# 23063

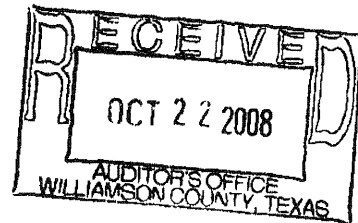
BT 0273-04026

BT 2ll

2.3

Row

Request for Check



Project Name: WMCO Bonds US 183 Extension (Pass Thru Toll)-Kopecky

Legal description:

0.119 acre tract of land in the John B. Robinson Survey, Abs. No. 521

Name on Check:

Texas American Title

SSN#:

74-2771227

Mailing Address:

715 Discovery Blvd Ste 205
Cedar Park, TX 78613

HOLD

Amount of Check:

\$29,312.85

23,900.24

Date to Pick Up Check:

10/28/08

Requested by:

Date: 10/21/08

Lisa Dworaczyk

Sheets & Crossfield, P.C.

Approved by:

Date: 10/21/08

Dan A. Gattis, County Judge

Williamson County

HOLD

Blank WMCO check request (00111875).DOC/jw

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 9691-08-1332
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number:
8. Mortgage Insurance Case Number:			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name and Address of Borrower WILLIAMSON COUNTY C/O SHEETS & CROSSFIELD 309 E. MAIN ST. ROUND ROCK, TX 78664		E. Name and Address of Seller WILLIE J. KOPECKY JR. ERWIN F. KOUBA 123 GOODWATER ST. GEORGETOWN, TX 78633	
F. Name and Address of Lender			
G. Property Location U.S. 183, TX COUNTY: WILLIAMSON PARCEL ID: 31 LOT: BLOCK: SUBDIVISION:		H. Settlement Agent TEXAS AMERICAN TITLE COMPANY OF AUSTIN Place of Settlement 715 DISCOVERY BLVD. #205, CEDAR PARK, TX 78613	
I. Settlement Date 10/31/2008			
J. SUMMARY OF BORROWER'S TRANSACTIONS			
K. SUMMARY OF SELLER'S TRANSACTIONS			
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price	\$28,510.00	401. Contract Sales Price	\$28,510.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower	\$802.85	403.	
Adjustments For Items Paid By Seller in Advance		Adjustments For Items Paid By Seller in Advance	
113. City/Town Taxes		413. City/Town Taxes	
114. County Taxes		414. County Taxes	
118. Assessments		418. Assessments	
119.		419.	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	
\$29,312.85		\$28,510.00	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess Deposits	
202. Principal		502. Settlement Charges to Seller	\$0.00
203. Existing Loan(s) Taken Subject to		503. Existing Loan(s) Taken Subject to	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210.		510.	
211.		511.	
212.		512.	
213. City/Town Taxes		513. City/Town Taxes	
214. County Taxes		514. County Taxes	
218. Assessments		518. Assessments	
219.		519.	
220. Buyer's Total Credits		520. Seller's Total Charges	
\$0.00		\$0.00	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$29,312.85	601. Gross Amount Due To Seller (line 420)	\$28,510.00
302. Less Amounts Paid By/For Borrower (line 220)	\$0.00	602. Less Deductions In Amt. Due To Seller (line 520)	\$0.00
303. Cash [X] From [] To Borrower		603. Cash [X] To [] From Seller	
\$29,312.85		\$28,510.00	

L. Settlement Statement

700. Total Sale Commission	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) As Follows:		
701. Commission Listing		
702. Commission Selling		
703. Commission paid at settlement		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender Inspection Fee		
900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Ins. Premium		
1000. Reserves Deposited With Lender		
1001. Hazard Ins. Reserve		
1002. Mortgage Ins. Reserve		
1003. City Property Taxes		
1004. County Property Taxes		
1010. Aggregate Accounting Adjustment		
1100. Title Charges		
1101. Settlement/Closing Fee		
1102. Abstract or Title Search		
1103. Title examination		
1104. Title Insurance Binder		
1105. Document preparation		
1106. Notary fee		
1107. Attorney Fee		
1108. Title Ins. Total to Texas American Title Company of Austin	\$359.00	
1109. Lender's Coverage		
1110. Owner's Coverage (26510.00) (Texas American Title Company of Austin, 100.00 %, 359.00)		
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 53.85)	\$53.85	
1120. Escrow Fee to Texas American Title Company of Austin	\$320.00	
1138. Tax Certificate to Processing Solutions, Inc.	\$85.00	
1152. Texas Policy Guaranty Fee to TATCOA/I.b.o. PGF	\$5.00	
1200. Government Recording And Transfer Charges		
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1400. Total Settlement Charges	\$802.85	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

Williamson County

By: Dan A. Gattis, County Judge

SELLERS

Willie J. Kopecky, Jr.

Erwin F. Kouba

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

10/31/2008

Springwoods Non-MUD Annexation Committee
Commissioners Court - Regular Session

Date: 02/24/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving appointments to a committee on the annexation by the City of Austin for an area located near Springwoods M.U.D.

Background

The City of Austin is planning for the annexation of the Springwoods MUD area. In December of 2007 the City of Austin amended its Municipal Annexation Plan (MAP) to include portions of the Springwoods area outside of the Springwoods Municipal Utility District. In March of 2008, property owners in the area were sent letters notifying them that their properties had been included in the MAP and describing the three-year MAP process.

The next phase of the annexation process was the public hearings that were held on Oct. 20, 2008 and Oct. 23, 2008. During the public hearings, and through notification by letter from the city, property owners were asked if they were interested in representing the annexation area as a negotiator to contact Commissioner Birkman's office. City staff will negotiate the annexation service plan with 5 representatives of the property owners appointed by the Williamson County Commissioner's Court.

Commissioner Birkman's office received calls and emails from 5 home owners in the effected area. We have interviewed all of them and we are recommending the following the persons for the committee:

Dan Sulzer – 13323 Water Oak Lane, Austin, TX 78729 - property owner

Brad Hunt – 8802 Crown Court, Austin, TX 78729 - property owner

Milton Mallory – 13322 Villa Park Drive, Austin, TX 78729 - property owner

Pam Rattan – 13214 Villa Park Drive, Austin, TX 78729 - property owner

Michelle Faust - 1311 Round Rock Ave., Round Rock, TX 78681 - Round Rock ISD

(There are two Round Rock ISD schools, Live Oak Elementary and Deerpark Middle School, in the planned annexation area. We contacted Alan Albers from the Round Rock ISD and he would like to recommend that Michelle Faust, Director of Safety and Risk Management with Round Rock ISD be appointed to the committee and Michelle has graciously accepted to serve on the committee.)

Alternate – Ron Rattan – 13214 Villa Park Drive, Austin, TX 78729 - property owner

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Springwoods Annexation](#)

Link: [Springwoods committee](#)

Link: [Springwoods bios](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 01/22/2009 09:18
AM

Final Approval Date: 01/22/2009



City of Austin

Neighborhood Planning and Zoning Department

Greg Guernsey, Director

P.O. Box 1088, Austin, Texas 78767

512-974-7668

September 18, 2008

Dear Property Owner:

This letter is to inform you that the public hearings have been set for the annexation of the Springwoods Non-MUD Annexation Area. In December 2007, the City of Austin amended its Municipal Annexation Plan (MAP) to include portions of the Springwoods area outside of the Springwoods Municipal Utility District (see map on back). In March 2008, property owners in the area were sent letters notifying them that their properties had been included in the MAP and describing the three-year MAP process.

The next phase of the annexation process is the public hearings. The City Council will be coming to your area for one hearing, and another hearing will follow at City Hall. If you cannot attend the hearings, you may watch them on Cable Channel 6 or via live streaming on the internet (<http://www.ci.austin.tx.us/channel6/#>). Here is the hearing schedule:

Monday, October 20, 2008 at 6:30 PM at Northwest Fellowship
13427 Pond Springs Road, Austin, Texas

Thursday, October 23, 2008 at 6:00 PM in the Council Chambers of City Hall
301 West Second Street, Austin, Texas

After the hearings, City staff will negotiate the annexation service plan with representatives of the property owners appointed by the Williamson County Commissioners' Court. If you are interested in representing the annexation area as a negotiator, please contact the office of Commissioner Lisa Birkman at (512) 733-5380 to request appointment. If approved by the City Council, annexation would take effect in December 2010. Annexation of the Springwoods Municipal Utility District is scheduled for the same time.

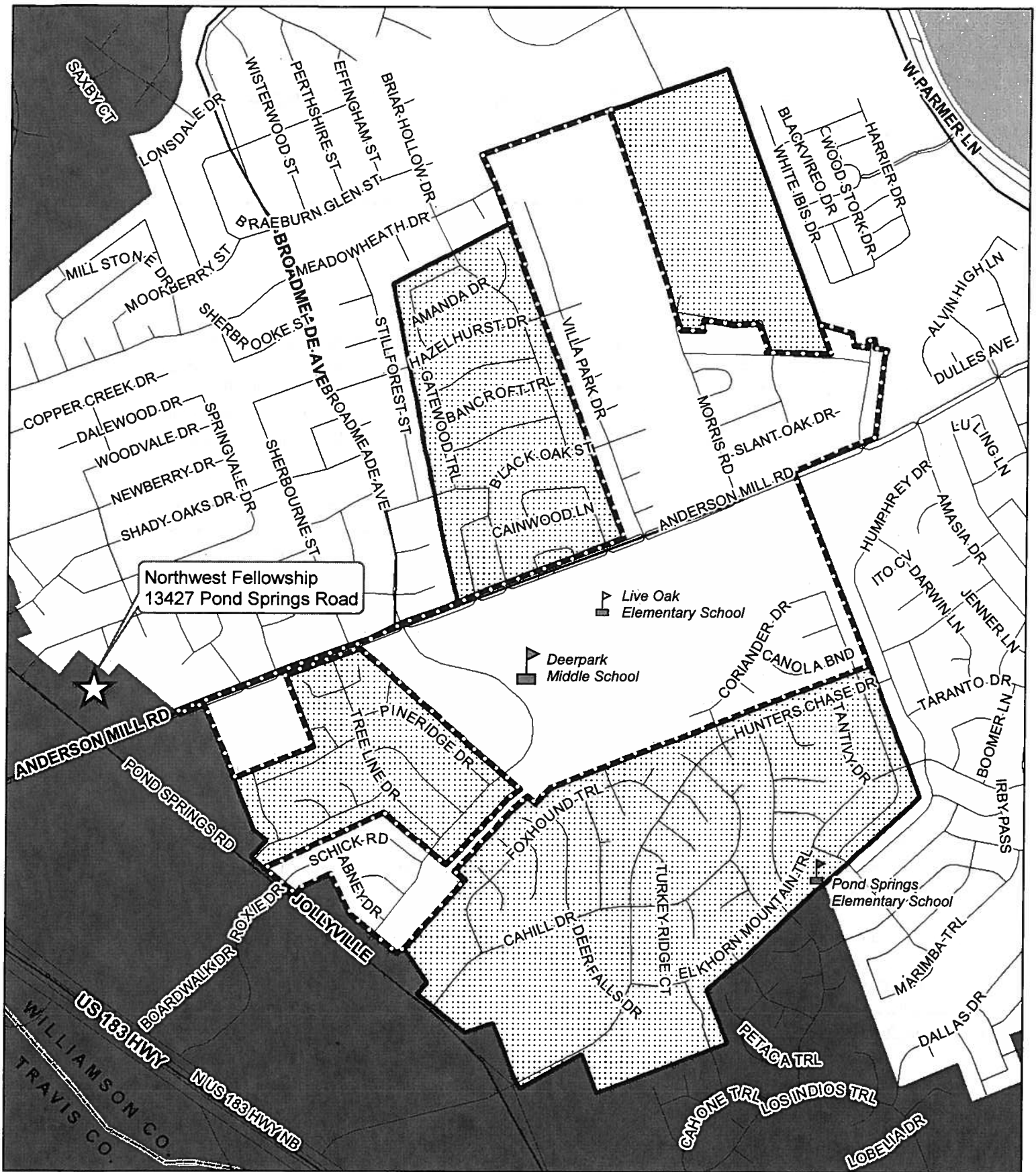
I hope that the enclosed information about city services will answer many of your questions. For information regarding the annexation process, including the amended three-year Municipal Annexation Plan and the inventory of services, please refer to the City's Web site at <http://www.ci.austin.tx.us/annexation/springwoodsmap.htm>. This Web page will be updated throughout the annexation process. You may also contact me at (512) 974-2022 or virginia.collier@ci.austin.tx.us or Jackie Chuter at (512) 974-2613 or jackie.chuter@ci.austin.tx.us.

Sincerely,

Virginia Collier, Principal Planner

The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.

For assistance please call (512) 974-3256 OR (512) 974-2445 TDD.






Springwoods Annexation Areas 2010

Legend

Annexation Area 2010

-  Springwoods Municipal Annexation Plan Area
-  Springwoods Municipal Utility District

Current Jurisdiction

-  Austin Full Purpose
-  Austin Limited Purpose
-  Austin ETJ



County Line



Street



0 250 500 1,000 1,500
Feet



City of Austin NPZD
J. Chuter
September 17, 2008



City of Austin, Texas

The City of Austin incorporated in 1891 and is comprised of over 298 square miles with an estimated population of 750,525 people

City Government

Austin has a council-manager form of government. The Council is composed of six members and a mayor, all of whom are elected at-large at the City's general election in May and serve staggered three-year terms. The Council hires the City Manager, who is responsible for the operation of the city. Residents may run for office or seek an appointment to a board or commission. Citizens are encouraged to be active in the community by voting, participating in public hearings, and sharing ideas and concerns.

City budget

The city budget is adopted in September of each year, and is effective from October 1st to September 30th of the following year. The primary sources of revenue for the city include property taxes, sales taxes, and revenue from the two city-owned utilities, Austin Water Utility and Austin Energy.

City property taxes

Properties included in the City's taxing jurisdiction as of December 31, 2010 will receive a tax bill including City property taxes in late 2011. Over the last several years, the City's tax rate has remained at approximately \$0.40 per \$100 of assessed value. At this rate, the tax bill for the median home valued at \$189,562 would be \$764 per year. This rate is lower than other large cities in Texas and many other central Texas cities. In addition, the City offers exemptions for property owners who are over 65 years of age or disabled.

Overview of City Services

The service plan includes a program under which the city will provide services that are available city-wide. Services include public safety, solid waste collection, operation and maintenance of water and wastewater facilities, roads, parks, and capital improvements necessary to provide these city services.

Public Safety

The Austin Police Department keeps crime low compared to similarly-sized U.S. cities and will provide protection and law enforcement services. APD currently utilizes a Neighborhood Based Policing model, which includes self-initiated calls, in order to establish partnerships between residents and police officers to improve safety. The City's District Representative program is designed to allow officers to interact with individuals, neighbors and businesses to improve safety and address crime-related issues specific to a neighborhood. A centralized Communications center, CTECC, supports the operations of critical emergency communications and transportation management for the region.

The Austin Fire Department has the most extensive resources in the Central Texas region and will provide emergency and fire prevention services including fire suppression and rescue and first response on life threatening medical emergencies. The Office of Emergency Management has developed an Emergency Operations Master Plan for all areas within the city limits that establishes concepts, policies and procedures that apply to all types of emergencies and/or disasters. The City has implemented a Reverse 911 system "Code

RED” that is utilized to notify citizens in case of an emergency and/or disaster that may impact their neighborhood. The City also provides emergency and disaster notice and information via NOAA weather radios.

The City of Austin/Travis County Emergency Medical Services Department will provide emergency and safety services including First Aid, Advanced Life Support ambulance response, and medical rescue services.

Utilities

The Austin Water Utility will make central water and wastewater service available to properties within the annexed area and will maintain and operate facilities and infrastructure needed to provide these services. Homeowners currently utilizing a well or on-site septic system may continue to use these systems, and will have the option to connect to central service when it is available.

Electric and gas service are not affected by annexation.

Road Maintenance

The City’s Public Works Department will maintain and repair public streets over which the City has jurisdiction. The City will also install and maintain regulatory signs and signals as needed. Street sweeping service for streets with curb and gutter and removal of dead animals from roadways will be provided by the Solid Waste Services Department.

If individual property owners or their homeowners’ associations desire the installation of additional streetlights, Austin Energy will survey the area to see if it requires more lighting. On public streets lights will be maintained by Austin Energy, and the electricity will be paid for by the City. On private streets, the homeowners’ association would be responsible for the cost of installation, maintenance, and electricity.

Parks and Recreation

The Austin Parks and Recreation Department oversees more than 16,682 acres of land containing parks, preserves, hike-and-bike trails, greenbelts, recreation centers, athletic fields, and pools in and around Austin. The City provides opportunities for a diversity of recreational, cultural and outdoor experiences for the Austin community.

Zoning and Development

The City’s watershed protection, development review, and planning staff work to ensure that future development protects Austin’s quality of life.

Zoning promotes compatibility of adjacent land uses. The City also regulates the subdivision of land, commercial

site planning, and enforces building codes for your safety. The City’s code compliance officers ensure that buildings and lots meet adopted standards by notifying owners of improper conditions and working with them to correct the problems. Structures and fences in need of repair, overgrown grass and trees, improper storage of vehicles, unauthorized home businesses, and other nuisances may be reported to 3-1-1 for action.

The Watershed Protection and Development Review Department provides drainage planning and maintenance services for water quality protection.

Library

Upon annexation, residents may utilize all Austin Public Library facilities. In addition to borrowing items from the library’s collections, residents may take advantage of computer training, internet access, online research databases, interlibrary loans, and youth programs.

Health and Human Services

The Austin/Travis County Health and Human Services Department will inspect food establishments and child care facilities, provide animal services including leash law, pet licensing, and rabies control, and provide access to community health clinics and Medical Assistance Program benefits.

City Solid Waste Services

The City will provide curbside pick-up of garbage, recycling, and yard trimmings to all single-family residential customers and commercial and multifamily property owners upon request. Residents may also utilize the Household Hazardous Waste Facility.

Additional information

For further information regarding city services visit the City’s website at www.cityofaustin.org

Or contact City Staff Virginia Collier at (512) 974-2022 or Jackie Chuter at (512) 974-2613.

Springwoods MUD Annexation Committee								
Last Name	First Name	Address	City	State	Zip	Phone 1	Phone 2	email
Sulzer	Dan	13323 Water Oak Lane	Austin	TX	78729	250-3440	918-1056	
Hunt	Brad	8802 Crown Court	Austin	TX	78729	335-4555	751-1035	bhunt72@austin.rr.com
Rattan	Pam	13214 Villa Park Drive	Austin	TX	78729	825-6292		prattan@austin.rr.com
Mallory	Milton	13322 Villa Park Drive	Austin	TX	78729	250-1137		miltonmallory@yahoo.com
Faust	Michelle	1311 Round Rock Ave.	Round Rock	TX	78681	464-5454		michelle_faust@roundrockisd.org
Alternate:								
Rattan	Ron	13214 Villa Park Drive	Austin	TX	78729	825-6293		rrattan@austin.rr.com

Trollenheim

DAN L. SULZER

13323 Water Oak Ln. • Austin, TX 78729 • Phone: (512) 918-1056 • Fax: (512) 918-1056

Dan L. Sulzer, Candidate for Annexation Board Brief Bio

I am a retired state worker with twenty five years' experience in topography, power plants, wastewater management, and surface water management. I also have a great deal of experience in layout and construction of tertiary roadways and drainage. I have been living in the Jolly Oaks Phase II area for sixteen years, and own three discrete and separate properties in the area.

During this time I have been actively involved in resolving a number of neighborhood issues and other problems. Two such situations include the following.

- 1) Fifteen years ago, the neighborhood was subject to sheet flooding two and half to three feet deep during the seasonal rains. On my own initiative, I organized the neighborhood, and I engineered, funded and constructed flood control structures which enabled us to control this flooding in a more reasonable manner until Anderson Mill Road could be modified, about five years ago. Initially, Williamson County could find neither the funds or the initiative to address our community problem. Therefore I designed and constructed the requisite machinery, drains, ditches, berms and revetments, at my own cost and after organizing and enlisting the cooperation of my neighbors, to divert and drain the flood waters before they could accumulate to jeopardize homes and property. I managed to scrounge material from any sources I could find, including pipes, stone, and steel. Later on, I worked with local contractors who were adding to the neighborhood to provide for further diversion and drainage.
- 2) Early on, I recognized that we had a serious problem with an old abandoned swimming pool in which animals were being trapped and drowned, and which was being used as a haven for illicit activities related to drugs, among other things. This property had become an open cesspool, ridden with rats, medical waste, and unhealthy insect life. It required several years to gain control of the property, such that I could drain the standing water and sludge, fill in the pool, and secure the derelict building in a safe and satisfactory manner. All of this was done on my own initiative and at my own cost, for the well-being of the neighborhood. This property was, is, and remains a financial drain upon my resources; however, the community is much the better for it.

I have been a member of the varied and sundry neighborhood associations representing our area. During said membership, I had the privilege of influencing the channelization of Lake Creek, the construction of the hike and bike path along the same, and the resolution of the issue that arose concerning traffic and parking for the Optimist Club recreation facilities. I have a long term investment here, I plan to remain in residence for many years to come, and thus have an ongoing interest in fostering consensus and cooperative resolution of any and all neighborhood issues. I have the confidence and respect of my neighbors, a number of whom have asked me to stand for inclusion in the upcoming Annexation Board, to represent our concerns, and to work for the best interests of all concerned.

From: Tammy Smith
Sent: Wednesday, January 21, 2009 2:40 PM
To: Mary Clark
Subject: FW: Ron Rattan

From: Ron Rattan [mailto:rrattan@austin.rr.com]
Sent: Wednesday, January 14, 2009 5:13 PM
To: Tammy Smith
Subject: Ron Rattan

Responding to your request for personal bio. information regarding potential committee members, I am submitting the following brief outline:

Texas native, born 1947, BFA degree Kansas City Art Institute in Industrial Design, studied IIT Chicago, Post grad studies in Architecture for internship, Registered Architect, primarily in commercial and notable area institutional projects such as Univ. of Texas, worked independently 20+ years, married with 2 grown children, Springwoods area resident since 1985, homeowner in Williamson county since that time, served on the Springwoods MUD Board, brought several positive contributions to area including Springwoods Park and area maintenance and lighting projects, served on Town and Country Optimist Board, member National Assoc. of Youth Coaches, coached youth teams continuously for 15 years, recent professional involvement facilitating Concordia University relocation efforts, Past member of Professional Photographers of America, Austin Guild and TPPA.

Ron Rattan

From: Tammy Smith
Sent: Wednesday, January 21, 2009 2:41 PM
To: Mary Clark
Subject: FW: Bios Rattan's

From: Pam Rattan [mailto:Pam.Rattan@leanderisd.org]
Sent: Wednesday, January 14, 2009 11:11 AM
To: Tammy Smith
Subject: Bios Rattan's

Pam Rattan
-Born Travis County-1957
-5th Generation Williamson County, State Road plaque in New Bern for the Stauffer Family original Homestead
-Raised and educated in Austin
-Both of my Parents worked in State Agencies for around 35 years.
-My mom is still living in the home I was raised in Austin
-Graduated from UT in 1979, Teaching Degree, Interior Design Minor
-Began teaching at Leander HS in 1981, still there
-Married in 1982 to Ron
-Bought our first house in Springwoods in 1985
-Received my Lamaze Certification in 1989
-Moved to Northwest Woods in 1990, around the corner from Springwoods where we currently live
-Have son, 23 and daughter, 20, both in college and working

See you on Jan 21st, Wednesday at 9.
Ron will be sending his bio. from home.
Thanks, Pam Rattan
825-6292

This email has been scanned by the MessageLabs Email Security System.
For more information please visit <http://www.messagelabs.com/email>

Brad Hunt Bio

From: Brad [bhunt72@austin.rr.com]
Sent: Sunday, January 11, 2009 6:19 PM
To: Mary Clark
Subject: Re: annexation committee

Mary Clark wrote:

>
> Good Afternoon Brad,
>
> I was checking to see if you are still interested in the serving on
> the annexation committee. If so, can you please send me a short bio
> for our records?
>
> Also, current contact information would be helpful.
>
> Upon receipt of your bio, I will have Tammy Smith from our office
> contact you to meet briefly with Commissioner Birkman.
>
> We would like to get the appointments on the Commissioner's Court
> agenda for Jan. 27th, so the sooner we can get the interviews set up
> the better.
>
> Thank you in advance for your willingness to serve.
>
> Kind Regards,
>
> **Mary Clark**
>
> Executive Assistant to the Commissioner
>
> Williamson County, Pct. 1
>
> 400 West Main, Ste. 216
>
> Round Rock, TX 78664
>
> (512) 733-5380 phone
>
> (512) 733-5384 fax
>
> mclark@wilco.org <mailto:mclark@wilco.org>
>

Mary per our conversation on Friday I would like to serve on the committee. I am a native Texan, born in San Antonio Texas raised in Corpus Christi, Texas. I moved to Austin in 1979 while working with the Insurance Company of North America. I have been in the insurance business since 1968 starting with the State board of Insurance. My current employer is Watkins Insurance Group. I purchased my home in 1996. My address is 8802 Crown Ct Austin Texas 78729 Mary I will be out of town on January 24th return on Friday the 30th.

Regards
Brad

A brief resume of
Milton Wiley Mallory
13322 Villa Park Drive
Austin, Texas 78729
512.250.1137

Born in Sarasota, Florida to native Texan parents, November 5, 1939. Raised in Paris, Texas. Graduated High School and Paris Junior College. Graduated East Texas State College, now Texas A & M Commerce, in 1965.

1965-68 Employed **International Minerals and Chemicals** in sales promotion, marketing and public relations of agricultural mine products (fertilizer). Left to get back to Texas.

1968-71 Employed **KPLT** radio in Paris, Texas. Served as director of news, sports and information as well as newscaster, disk jockey, play-by-play and sales.

1971-79 Employed by various real estate enterprises in Dallas, Lubbock, and Abilene. Involved in the mobile home placements after the Corpus Christi hurricane.

1979-81 Employed as executive director of **South Padre Island & Port Isabel Chamber of Commerce**. Toured and entertained travel writer and travel agents touting a not yet discovered treasure on the Texas coast. It was rewarding work but a fuel crisis ended the tour.

1981-85 Employed by **National Seafoods** a shrimp producer and marine construction and salvage company. Worked with various port authorities and the Corps of Engineers in construction projects. Left the Rio Grande Valley for a better education for my children.

1985-96 Employed by The State of Texas.

1985-1988 **Secretary of State**, Elections Division: pari-legal, public relations and legislative liaison. Coordinator of special elections with the office of Governor, Secretary of State and local officials. Conducted election seminars all over the state. Election inspector for various troublesome areas.

1988-91 **Comptroller of Public Accounts**. Legislative affairs. Maintained vigilance on the various arms of the legislature as well as the session itself. Worked with the offices of Lieutenant Governor and the Speaker of the House as well as the Governors office in matter concerning the Comptroller or Mr. Bullock himself.

1991-96 **Texas Department of Criminal Justice**, Huntsville, Texas: Analyst for budget and legislative affairs, which was almost one in the same. Legislative liaison during session and special hearings. Retired from the state.

Retirement has been an adventure of jobs and learning. Currently I work game days for the **Round Rock Express** baseball team and security for **W-3 Events** as a *Non-Commissioned Security Officer*.

I am enrolled in UT-LAMP, a learning series at the **University of Texas at Austin**.

Wife Dianne of 41 years, two children, four grandchildren. Homeowner.
Served in U. S. Marine Corps 1957-60

Non-Emergency Curfew

Commissioners Court - Regular Session

Date: 02/24/2009
 Submitted By: Mary Clark, Commissioner Pct. #1
 Submitted For: Mary Clark
 Department: Commissioner Pct. #1
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider adoption of resolution regarding non-emergency curfew.

Background

Williamson County's nighttime juvenile curfew is in need of being renewed since the county's last curfew expired back in 2001 (each curfew order must be renewed every 3 years per Chapter 370 of the Texas Local Government Code). The revised resolution and order is based on the original version of the prior curfew with a few minor changes. (See red-lined version attached) Please note that this is only a nighttime curfew as opposed to also being a daytime curfew.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Non-Emergency Curfew](#)

Link: [Non-Emergency Curfew Red-line version](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 02/13/2009 11:34 AM

Final Approval Date: 02/17/2009

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF WILLIAMSON §

On this the _____ day of _____, the Commissioners Court of Williamson County, Texas, met in a duly called Regular Meeting at the Williamson County Courthouse in Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge,
Lisa Birkman, Commissioner Precinct One,
Cynthia Long, Commissioner Precinct Two,
Valerie Covey, Commissioner Precinct Three, and
Ron Morrison, Commissioner Precinct Four;

and at said meeting, among other business. the Court considered the following:

RESOLUTION

RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, TO PROVIDE FOR THE PUBLIC SAFETY AND PURSUANT TO SECTION 351.903, TEXAS LOCAL GOVERNMENT CODE, THE FOLLOWING RESOLUTION AND ORDER WAS ADOPTED IN ORDER TO REESTABLISH AND REPLACE THE NON-EMERGENCY CURFEW RESOLUTION THAT WAS ORIGINALLY ADOPTED BY THIS COURT ON JULY 2, 1996 AND AMENDED THEREAFTER ON MARCH 3, 1998:

NON-EMERGENCY CURFEWS

Sections

- 1. Definitions**
- 2. Offenses**
- 3. Defenses**
- 4. Enforcement Procedure**
- 5. Penalty**
- 6. Effective Date; Expiration**

SECTION 1 **DEFINITIONS**

For the purposes of this Resolution and Order, the following words and phrases shall have the meanings ascribed to them, as indicated in herein below.

Curfew Area means all unincorporated areas located within Williamson County, Texas.

Direct Route means the shortest path of travel through Public Places to reach the destination without detours or additional stops at any other destinations along the way.

Emergency means an unforeseen circumstance to include, but not be limited to fire, natural disaster, an automobile accident or obtaining immediate medical care for another person.

Establishment means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian means any person, public or private agency, to which custody of a Minor has been given by a court order.

Minor means any person less than 17 years of age.

Operator means any individual, farm, association, partnership or corporation operating, managing or conducting any Establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent means a parent who is the natural or adoptive parent of any person. As used herein, Parent shall also include a court-appointed Guardian or other person 21 years of age or older, authorized by the Parent, by a court order or by the court-appointed Guardian to have the care and custody of a person.

Public Place means any street, alley, highway, sidewalk, playground, park, plaza or place used or open to members of the public; any public building; place of business, amusement or entertainment; or any Establishment.

Religious Activity means any function or event sponsored by a religious organization that has received tax exemption under Section 501(C)(3) of U.S.C.

SECTION 2 **OFFENSES**

- (A) It shall be unlawful for any Minor to remain, walk, run, idle, wander, stroll or aimlessly drive or ride about in or upon any Public Place in the Curfew Area between the hours of 12:01 a.m. and 6:00 a.m. on Monday, Tuesday, Wednesday, Thursday or Friday.
- (B) It shall be unlawful for any Minor to remain, walk, run, idle, wander, stroll, or aimlessly drive or ride about in or upon any Public Place in the Curfew Area between the hours of 1:00 a.m. and 6:00 a.m. of Saturday or Sunday.

- (C) It shall be unlawful for the Parent or Guardian having legal custody of a Minor to knowingly allow or permit the Minor to be in violation of this Resolution and Order.
- (D) The owner, Operator, or any employee of an Establishment located in the Curfew Area commits an offense if he/she/it knowingly allows a Minor to remain upon the premises of an Establishment during curfew hours.

SECTION 3 **DEFENSES**

It is a defense to prosecution under Section 2 of this Resolution and Order if:

- (A) The Minor is accompanied by his or her Parent or Guardian;
- (B) The Minor is on an errand authorized and at the direction of his or her Parent or Guardian, without any detour or stop;
- (C) The Minor is involved in an Emergency;
- (D) The Minor is in a motor vehicle involved in either intrastate travel between three or more counties or interstate travel for which passage through a Curfew Area is the most Direct Route;
- (E) The presence of the Minor is connected with or required with respect to a Religious Activity, governmental activity, educational activity or a business, trade, profession or occupation in which said Minor is lawfully engaged;
- (F) The Minor is on the sidewalk of the place where such Minor resides or on the sidewalk of either adjoining next-door neighbors who are not communicating an objection as to the presence of the Minor to the local police agency or to the Williamson County Sheriff's Office;
- (G) The Minor is exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly;
- (H) The Minor is married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code;
- (I) It is a defense to prosecution under Section 2(D) that the owner, operator, or employee of an Establishment promptly notified the local police agency or the Williamson County Sheriff's Office that the Minor was present on the premises of an Establishment during curfew hours and refused to leave after being requested to do so by the owner, Operator or employee.

SECTION 4
ENFORCEMENT PROCEDURE

All enforcement procedures adopted by any agency enforcing this Resolution and Order shall be in compliance with the provisions of any statutes, laws or regulations relating to the enforcement of county juvenile curfews in Texas. Specifically, any agency enforcing this Resolution and Order shall comply with Article 45.059 of the Texas Code of Criminal Procedure, as amended. Before taking any enforcement action under this Resolution and Order, a police officer or sheriff's deputy shall ask the apparent offender's age and reason for being in the Public Place during curfew hours. The officer or deputy shall not issue a citation or take any enforcement action under this Resolution and Order unless the officer or deputy reasonably believes that an offense has occurred and that, based on any response or other circumstances, no defense under Section 3 of this Resolution and Order is present.

SECTION 5
PENALTY

- (A) Any Minor violating the provisions of this Resolution and Order shall be guilty of a Class 'C' misdemeanor.
- (B) Any other person violating this Resolution and Order shall be guilty of a Class 'C' misdemeanor, which shall be punishable by a fine of not less than \$50 and not more than \$500.
- (C) A person who violates a provision of this Resolution and Order is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted.
- (D) When required by Section 51.08 of the Texas Family Code, as amended, the municipal or justice court shall waive original jurisdiction over a Minor who violates this Resolution and Order and such court shall refer the Minor to juvenile court.

SECTION 6
EFFECTIVE DATE; EXPIRATION

This Resolution and Order shall become effective immediately from and after its approval. This Resolution and Order shall expire if it is not reviewed and readopted every three years as prescribed by Chapter 370 (*Miscellaneous Provisions Relating to Municipal and County Health and Public Safety*) of the Texas Local Government Code.

The foregoing Resolution and Order was duly moved by _____
seconded by _____, and was then adopted by a vote of _____
Voting for and _____ Voting against. County Judge Dan A. Gattis was duly authorized to
sign said Resolution and Order as the act and deed of Commissioner's Court of Williamson
County and of Williamson County, Texas.

By: _____
Dan A. Gattis, Williamson County Judge

ATTEST:

Nancy Rister, Williamson County Clerk

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF WILLIAMSON §

On this the ____ day of _____, the Commissioners Court of Williamson County, Texas, met in a duly called Regular Meeting at the Williamson County Courthouse in Georgetown, Texas, with the following members present:

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Dan A. Gattis, County Judge,
Lisa Birkman, Commissioner Precinct One,
Cynthia Long, Commissioner Precinct Two,
Valerie Covey, Commissioner Precinct Three, and
Ron Morrison, Commissioner Precinct Four:

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and at said meeting, among other business. the Court considered the following:

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NON-EMERGENCY CURFEWS

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Sections

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1. Definitions
2. Offenses
3. Defenses
4. Enforcement Procedure
5. Penalty
6. Effective Date; Expiration

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SECTION 1 **DEFINITIONS**

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Establishment means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian means any person, public or private agency, to ~~which~~ custody of a Minor has been given by a court order.

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Minor means any person ~~less than~~ 17 years ~~of age~~.

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Operator means any individual, farm, association, partnership, or corporation operating, managing, or conducting any Establishment. The term ~~includes~~ the members or partners of an association or partnership and the officers of a corporation.

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Parent means a ~~parent~~ who is the natural or adoptive ~~parent~~ of any person. As used herein, Parent shall also include a court-appointed Guardian or other person 21 years of age or older, authorized by the Parent, by a court order or by the court-appointed Guardian to have the care and custody of a person.

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Public Place means any street, alley, highway, sidewalk, playground, park, plaza or place used or open to members of the public; ~~any public building; place of business, amusement or entertainment; or any Establishment.~~

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Religious Activity means any function or event sponsored by a religious organization that has received tax exemption under Section 501(C)(3) of U.S.C.

SECTION 2 **OFFENSES**

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(A) It shall be unlawful for any Minor to remain, walk, run, idle, wander, stroll or aimlessly drive or ride about in or upon any Public Place in the Curfew Area between the hours of 12:01 a.m. and 6:00 a.m. on Monday, Tuesday, Wednesday, Thursday or Friday.

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(B) It shall be unlawful for any Minor to remain, walk, run, idle, wander, stroll, or aimlessly drive or ride about in or upon any Public Place ~~in the~~ Curfew Area between the hours of 1:00 a.m. and 6:00 a.m. of Saturday or Sunday.

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Establishment in

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(C) It shall be unlawful for the Parent or Guardian having legal custody of a Minor to knowingly allow or permit the Minor to be in violation of this Resolution and Order.

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(D) The owner, Operator, or any employee of an Establishment located in the Curfew Area commits an offense if he/she/it knowingly allows a Minor to remain upon the premises of an Establishment during curfew hours.

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SECTION 3 DEFENSES

It is a defense to prosecution under Section 2 of this Resolution and Order if:

(A) The Minor is accompanied by his or her Parent or Guardian;

(B) The Minor is on an errand authorized and at the direction of his or her Parent or Guardian, without any detour or stop;

(C) The Minor is involved in an Emergency;

(D) The Minor is in a motor vehicle involved in either intrastate travel between three or more counties or interstate travel for which passage through a Curfew Area is the most Direct Route;

(E) The presence of the Minor is connected with or required with respect to a Religious Activity, governmental activity, educational activity or a business, trade, profession or occupation in which said Minor is lawfully engaged;

(F) The Minor is on the sidewalk of the place where such Minor resides or on the sidewalk of either adjoining next-door neighbors who are not communicating an objection as to the presence of the Minor to the local police agency or to the Williamson County Sheriff's Office;

(G) The Minor is exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly;

(H) The Minor is married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code;

(I) It is a defense to prosecution under Section 2(D) that the owner, operator, or employee of an Establishment promptly notified the local police agency or the Williamson County Sheriff's Office that the Minor was present on the premises of an Establishment during curfew hours and refused to leave after being requested to do so by the owner, Operator or employee.

SECTION 4
ENFORCEMENT PROCEDURE

All enforcement procedures adopted by any agency enforcing this Resolution and Order shall be in compliance with the provisions of any statutes, laws or regulations relating to the enforcement of county juvenile curfews in Texas. Specifically, any agency enforcing this Resolution and Order shall comply with Article 45.059 of the Texas Code of Criminal Procedure, as amended. Before taking any enforcement action under this Resolution and Order, a police officer or sheriff's deputy shall ask the apparent offender's age and reason for being in the Public Place during curfew hours. The officer or deputy shall not issue a citation or take any enforcement action under this Resolution and Order unless the officer or deputy reasonably believes that an offense has occurred and that, based on any response or other circumstances, no defense under Section 3 of this Resolution and Order is present.

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All enforcement procedures adopted by the any local police agency or the Williamson County Sheriff's Office shall be in compliance with the provisions of the Texas Family Code.¶

SECTION 5.

SECTION 5
PENALTY.

- (A) Any Minor violating the provisions of this Resolution and Order shall be guilty of a Class 'C' misdemeanor.
- (B) Any other person violating this Resolution and Order shall be guilty of a Class 'C' misdemeanor, which shall be punishable by a fine of not less than \$50 and not more than \$500.
- (C) A person who violates a provision of this Resolution and Order is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted.
- (D) When required by Section 51.08 of the Texas Family Code, as amended, the municipal or justice court shall waive original jurisdiction over a Minor who violates this Resolution and Order and such court shall refer the Minor to juvenile court.

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SECTION 6
EFFECTIVE DATE; EXPIRATION

This Resolution and Order shall become effective immediately from and after its approval. This Resolution and Order shall expire if it is not reviewed and readopted every three years as prescribed by Chapter 370 (Miscellaneous Provisions Relating to Municipal and County Health and Public Safety) of the Texas Local Government Code.

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| The foregoing Resolution and Order was duly moved by _____
seconded by _____, and was then adopted by a vote of _____
Voting for and _____ Voting against. County Judge Dan A. Gattis was duly authorized to
| sign said Resolution and Order as the act and deed of Commissioner's Court of Williamson
County and of Williamson County, Texas.

By: _____
Dan A. Gattis, Williamson County Judge

ATTEST:

Nancy Rister, Williamson County Clerk

Determination Letter (non-standard) for Somerset Hills Limited (R. Reagan Blvd. Phase III
Commissioners Court - Regular Session

Date: 02/24/2009
 Submitted By: Gary Boyd, Parks
 Submitted For: Gary Boyd
 Department: Parks
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Determination Letter Re: Ronald Reagan Blvd., Phase III, between RM 2338 and SH 195. WCCF Application Number 20090218. Submitted for Somerset Hills Limited (Waterstone Development).

Background

Somerset Hills Limited has submitted a Participation Application (WCCF Application No. 20090218) for participation in the county's U.S. Fish and Wildlife Service (FWS) 10(a) permit. The subject area is the right of way and adjacent habitat for the extension of Ronald Reagan Blvd. between FM 2338 and SH 195. The right of way encompasses 128.6 acres over the covered karst zone. Indicated impact includes take of one karst feature (cave) and partial encroachment to other karst features. The subject area also covers 50.7 acres of direct and 47.4 acres of indirect impact to Golden-cheeked warbler (GCW) habitat. Calculation of mitigation participation fees as per the Williamson County Regional Habitat Conservation Plan (RHCP) for karst and bird habitat is \$435,290 and \$520,800 respectively, for a total of \$956,090.

The applicant has proposed donation of land in lieu of fees for the karst mitigation and a financial plan for monetary payment of the GCW mitigation fees. The attached Determination Letter outlines the terms of the land donation and the payment plan.

The letter format has been reviewed separately by counsel for the Foundation and for the County. The land to be donated has been determined by FWS to be a Karst Fauna Area as defined under the RHCP and will be a key component of the county's species recovery plan.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Deter. Ltr. Somerset Hills](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 02/19/2009 10:04
AM

Final Approval Date: 02/19/2009



Board of Directors
As of June 1, 2008

Pct. 1 Commissioner
Lisa Birkman,
Board President
Williamson County, TX

Pct. 3 Commissioner
Valerie Covey
Board Vice President
Williamson County, TX

David Hays
Georgetown Title
Georgetown, TX

Patty Eason
Council Member
City of Georgetown, TX

Tony Glace
Chasco Construction
Leander, Texas

Chuck Walker
Walker Texas Surveyors, Inc.
Cedar Park, TX

Larry Quick
Don Quick & Associates
Round Rock, TX

c/o Parks and Recreation
350 Discovery Blvd
Ste 207
Cedar Park, TX 78613

February 24, 2008

Somerset Hills Limited
c/o Mr. Robert D. Wunsch
3310 N. Capital of Texas Highway
Austin, TX 78746

Also by fax to 512-381-1282

Re: Ronald Reagan Blvd., Phase III, between RM 2338 and SH 195; WCCF Application Number 20090218

Dear Mr. Wunsch:

The review of the referenced project has been completed in accordance with the Williamson County Regional Habitat Conservation Plan (RHCP). Based on the supporting documents you provided, the Williamson County Conservation Foundation makes the following determination as to your application:

1. The mitigation fee for the referenced project will be \$956,020.00 (Nine hundred fifty-six thousand twenty dollars and no hundredths dollars). This amount ("Participation Fee") and will be reflected in Paragraph 2 of the Participation Agreement with adjustments as follows:
 - a. Land in lieu of karst mitigation – Somerset Hills Limited will be credited for \$435,290 by means of deeding ____ acres, more or less, as a karst preserve area. This donation of land, described more fully in Exhibit A to this letter, will substitute in full for the karst mitigation fees as outlined in your application to WCCF as referenced above. The deed of this property will be to Williamson County to be held in trust for the WCCF. Transfer of the property by deed to occur within 30 days of acceptance of this determination letter.
 - b. Mitigation fees for Golden-cheeked Warbler (GCW) habitat totaling \$520,800 will be deferred until such time as Somerset Hill Road District 3 and 4 bonds are funded with initial and subsequent advances (tranches) under the bond paid directly to Williamson County for the benefit of WCCF until the GCW mitigation fee is paid in full.
2. Please sign below and notify this office as soon as possible – by email scan to wccf@wilco.org or by fax to 512-260-4231 – of your agreement to these mitigation terms. An agenda item will be prepared for the next available Williamson County Commissioner's Court for acceptance.
3. Following acceptance by the Commissioner's Court we will provide you with further instructions for recording the DEED as outlined in Section 1a above and for the appropriate documentation for future funding of the GCW Participation Fee.
4. Upon acceptance by the Williamson County Commissioners Court a Participation Agreement will be prepared and sent to you. The cover documents for the Agreement will include instructions for filing the Agreement in Williamson County deed records.

These actions will complete your participation in the RHCP for the referenced project/tract. When we receive confirmation of filing, this office will subsequently prepare and mail a participation certificate to you. Although the certificate is not an official document, it may be posted at the project site as notification of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,

Gary D. Boyd
Environmental Program Coordinator
Williamson County Conservation Foundation

~~~~~  
Agreed as to both form and substance:

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

Title: \_\_\_\_\_

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

Neighborhood Stabilization Program  
Commissioners Court - Regular Session

Date: 02/24/2009  
Submitted By: Sally Bardwell, HUD Grants  
Submitted For: Sally Bardwell  
Department: HUD Grants  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss how Williamson County should proceed with the use of funds from the Neighborhood Stabilization Program allocated through the Texas Department of Housing and Community Affairs.

Background

It is projected that a Notice of Funding Availability (NOFA) will be approved by the Texas Department of Housing and Community Affairs on approximately March 13, 2009. Williamson County, as an entitlement grantee, has \$1,066,554 earmarked for projects that are allowable by this program (please see attached document for further explanation).

TDHCA has indicated that individual cities or non-profits (with the support of local government) can apply directly for these funds. TDHCA does, however, want coordination among applicants as to avoid duplicate efforts and/or competition for funds.

Please contact Sally Bardwell with any questions. 512-943-3757.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
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Attachments

Link: [NSP Overview](#)

Form Routing/Status

Form Started By: Sally Bardwell  
Started On: 02/19/2009 10:51 AM  
Final Approval Date: 02/19/2009

# **Overview of HUD's Neighborhood Stabilization Program (NSP)**

### What is the Neighborhood Stabilization Program?

The new \$3.92 billion Neighborhood Stabilization Program (NSP) is a HUD-funded program authorized by the Housing and Economic Recovery Act of 2008 (HERA). It is a supplemental allocation to the Community Development Block Grant (CDBG) program to respond to the effects of high foreclosures and declining property values currently experienced in many communities across the nation.

Through NSP, HUD will provide targeted emergency assistance to state and local governments to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. The table below presents an overview of the funds available nationally, at the state level, and locally.

| Overview of Available of Funds        |                |
|---------------------------------------|----------------|
| NSP National Allocation               | \$3.92 Billion |
| Entire Texas Allocation               | \$178,143,197  |
| Texas State Program Allocation        | \$101,996,848  |
| Funds Earmarked for Williamson County | \$1,066,554    |

Grantees must distribute and use funds in the greatest areas of needs within their communities. These include areas in each state or unit of general local government with greatest percentage of home foreclosures, the highest percentage of homes financed by a subprime mortgage related loan, and areas with homes in default or delinquency that are likely to experience a significant rise in home foreclosures.

### The Neighborhood Stabilization Program in Texas

Texas will receive approximately \$178M, of which approximately \$76M has already been identified by HUD as a direct allocation to 14 cities and counties with the greatest need.

| Entities in Texas Receiving Funds Directly from HUD |                |                        |
|-----------------------------------------------------|----------------|------------------------|
| Community                                           | NSP Allocation | Local Foreclosure Rate |
| ARLINGTON                                           | \$2,044,254    | 3.8%                   |
| DALLAS                                              | \$7,932,555    | 3.7%                   |
| DALLAS COUNTY                                       | \$4,405,482    | 4.6%                   |
| EL PASO                                             | \$3,032,465    | 5.1%                   |
| FORT BEND COUNTY                                    | \$2,796,177    | 3.4%                   |
| FORT WORTH                                          | \$6,307,433    | 4.2%                   |
| GARLAND                                             | \$2,040,196    | 5.0%                   |
| GRAND PRAIRIE                                       | \$2,267,290    | 5.3%                   |
| HARRIS COUNTY                                       | \$14,898,027   | 4.5%                   |
| HIDALGO COUNTY                                      | \$2,867,057    | 8.2%                   |
| HOUSTON                                             | \$13,542,193   | 4.1%                   |
| MESQUITE                                            | \$2,083,933    | 5.9%                   |
| SAN ANTONIO                                         | \$8,635,899    | 3.9%                   |
| TARRANT COUNTY                                      | \$3,293,388    | 2.9%                   |
| TEXAS STATE PROGRAM                                 | \$101,996,848  | 3.2%                   |

The Texas Department of Housing and Community Affairs along with the Office of Rural and Community Affairs (ORCA) and the Texas State Affordable Housing Corporation (TSAHC) will work together to administer the remaining \$102M funds. The state proposes to allocate funds into three funding pools.

Program Distribution of Texas NSP Funds by TDHCA:

|                            |                      |
|----------------------------|----------------------|
| Direct Allocation          | \$ 50,692,336        |
| Select Pool                | \$ 41,274,512        |
| Land Banking               | \$ 10,000,000        |
| Administration (10%)       | <u>\$ 10,196,685</u> |
| Total Texas NSP Allocation | \$101,966,848        |

Source: TDHCA NSP proposal submitted to HUD December 1, 2008

The State will provide a reservation for a specified amount of direct NSP allocation for use in the top-ranked counties identified based upon the need factors. These counties are:

| Entities in Texas Eligible to Receive a Direct Allocation from the Texas State Program |             |             |                    |
|----------------------------------------------------------------------------------------|-------------|-------------|--------------------|
| County Name                                                                            | Allocation  | County Name | Allocation         |
| Tarrant                                                                                | \$7,320,349 | Potter      | \$1,579,681        |
| Dallas                                                                                 | \$4,684,332 | Jefferson   | \$1,498,945        |
| Cameron                                                                                | \$3,465,632 | Denton      | \$1,166,500        |
| Bexar                                                                                  | \$3,150,408 | Taylor      | \$1,099,259        |
| Hidalgo                                                                                | \$3,005,258 | Williamson  | <b>\$1,066,554</b> |
| Harris                                                                                 | \$2,875,584 | Bell        | \$1,064,488        |
| Nueces                                                                                 | \$2,522,253 | Lubbock     | \$1,057,705        |
| Collin                                                                                 | \$2,278,454 | Galveston   | \$1,003,104        |
| Webb                                                                                   | \$2,025,812 | Wichita     | \$803,464          |
| Travis                                                                                 | \$2,017,952 | Fort Bend   | \$726,857          |
| Montgomery                                                                             | \$1,697,675 | Ector       | \$699,232          |
| El Paso                                                                                | \$1,648,634 | McLennan    | \$647,971          |
| Brazoria                                                                               | \$1,586,234 |             |                    |

Source: TDHCA NSP proposal submitted to HUD December 1, 2008

To remain qualified for the reservation amount of a direct allocation identified in above, initial applications within each eligible county must be submitted within 30 days of notification on the TDHCA web site that HUD has approved the Substantial Amendment to their Action Plans submitted to HUD on December 1st. Failure to meet this deadline will result in the funds no longer being reserved for the county.

At this time there is no notice/call for projects.

### Eligible Uses

NSP funds may be used for activities which include:

- Establish financing mechanisms for purchase and redevelopment of foreclosed homes and residential properties; including such mechanisms as soft-second, loan loss reserves, and shared-equity loans for low-to-moderate-income buyers.
- Purchase and rehabilitate homes and residential properties abandoned or foreclosed. Eligible activities include: acquisition, disposition, relocation, direct homeownership assistance, eligible rehabilitation and preservation activities for homes and other

residential properties, and housing counseling for those seeking to take part in the activity.

- Establish land banks for foreclosed homes (acquisition or disposition).
- Demolish blighted structures.
- Redevelop demolished or vacant properties. Eligible activities include: acquisition, disposition, public facilities and improvements and housing counseling public services (limited to prospective purchasers or tenants of redeveloped properties) and relocation.

### Key Factors of implementation

- Funds must be obligated in 18 months. NSP funds are obligated when orders are placed, contracts awarded or serviced received.
- Funds must be expended within four (4) years.
- Real Estate Owned (REO) Purchases must be at a discount.
- All program income must be repaid to and used by the grantee. Program income earned before 7/30/13 must be used for other NSP activities. Program income earned after 7/30/13 must generally be remitted to the Treasury.
- The sale of homes acquired with NSP funds must be in an amount equal to or less than the cost to acquire, rehab and dispose of the home (in other words no profits can be made).
- Activities must be concentrated on geographic areas of greatest need.
- Activities must meet the Uniform Relocation Act (URA), fair housing, and environmental requirements.
- NSP assisted households will have to complete at least 8 hours of housing counseling.
- All funding shall benefit families at or below 120% of the area median income (AMI)
- 25% of funding is to house families at or below 50% of AMI.

### 2008 Income Limits Applicable to NSP (Adjusted by Household size) Austin-Round Rock Metropolitan Statistical Area (MSA)

| % of AMI              | 1 Person | 2 Persons | 3 Persons | 4 Persons | 5 Persons | 6 Persons | 7 Persons | 8 Persons |
|-----------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 50 % (Low Income)     | \$24,900 | \$28,450  | \$32,000  | \$35,550  | \$38,400  | \$41,250  | \$44,100  | \$46,950  |
| 120 % (Middle Income) | \$59,700 | \$68,250  | \$76,800  | \$85,300  | \$92,150  | \$98,950  | \$105,800 | \$112,600 |

| Potential Challenges                                                                                                                                                                                                                                                           | Possible Solutions and Considerations |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>Application Timeline</b> <ul style="list-style-type: none"> <li>▪ Initial applications within each eligible county must be submitted within 30 days of notification on the TDHCA web site that HUD has approved the Substantial Amendment to their Action Plans.</li> </ul> |                                       |
| <b>Data</b>                                                                                                                                                                                                                                                                    |                                       |

|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Determining the inventory of foreclosed units, their location, and physical condition.</li> <li>▪ Determining what the market for the resale of foreclosed units is. Are there sufficient number of income eligible homeowners who have the financial capacity and credit to buy these units?</li> </ul> | <ul style="list-style-type: none"> <li>▪ Coordination with local lenders, property tax offices and courts in order to obtain information on foreclosures, subprime mortgages and predicted future foreclosures.</li> <li>▪ Review of independent data sources.</li> </ul>                         |
| <b>Coordination</b> <ul style="list-style-type: none"> <li>▪ The direct allocation for Williamson County is both for the county as a whole and any cities within the county who wish to participate. Coordination will be required to ensure the proposals do not duplicate the efforts.</li> </ul>                                               | <ul style="list-style-type: none"> <li>▪ Coordination will be required to determine the funds that each entity will apply for, as well as geographic areas where each entity will concentrate.</li> <li>▪ Have the individual cities apply directly for the funds and administer them.</li> </ul> |
| <b>County Capacities</b> <ul style="list-style-type: none"> <li>▪ The CDBG office has limited experience funding housing acquisition, rehabilitation, or disposition activities.</li> <li>▪ The CDBG office has limited staff.</li> </ul>                                                                                                         | <ul style="list-style-type: none"> <li>▪ Hire an outside consultant.</li> <li>▪ Hire staff with expertise in this area.</li> </ul>                                                                                                                                                                |
| <b>Timeliness</b> <ul style="list-style-type: none"> <li>▪ Grantees have 18 months to use NSP funds.</li> </ul>                                                                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>▪ Attractiveness of program design will need to be measured against ability to obligate funds quickly.</li> </ul>                                                                                                                                          |

Discuss and take appropriate action regarding transfer of reserve funds from the General Fund to the Williamson County Self-Insured Benefits Fund.

Commissioners Court - Regular Session

Date: 02/24/2009

Submitted By: Lisa Zirkle, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss and take appropriate action regarding transfer of reserve funds from the General Fund to the Williamson County Self-Insured Benefits Fund.

#### Background

During the FY09 Budget process, the Commissioner's Court approved a cash ending designation of \$1MM from the General Fund to the Williamson County Self-Insured Benefits Fund in lieu of increasing the employer contribution rate from \$461.50 per eligible employee per month. As part of this process, it was agreed that the Benefits Fund Quarter-to-Date net income would be assessed periodically. Any quarterly net loss would be covered by a transfer from the General Fund into the Benefits Fund. The total amount transferred from the General Fund would not exceed \$1MM during the fiscal year. Any additional funding requirements over the initial \$1MM would be transferred from the Self-Insured Benefits Fund reserves.

For the first quarter of FY09, a transfer in the amount of \$395,748.84 is requested. A calculation of that amount is attached for review.

#### Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
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#### Attachments

Link: [WC Benefits Program - FY09 - 1st Qtr](#)

#### Form Routing/Status

Form Started By: Lisa Zirkle      Started On: 02/06/2009 02:22 PM

Final Approval Date: 02/09/2009



**Williamson County Benefits Program**  
**FY 2009 Income Statement - 1st Quarter to Date**

October 2008 - December 2008

|                                                                                                           | Budgeted*                      |                                       |                                      | Expected Claims Illustration** |                                       |                                      | Actuals***                 |                |
|-----------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------|--------------------------------------|--------------------------------|---------------------------------------|--------------------------------------|----------------------------|----------------|
|                                                                                                           | <u>1st Quarter<br/>to Date</u> | <u>\$<br/>Variance<br/>to Actuals</u> | <u>%<br/>Variance<br/>to Actuals</u> | <u>1st Quarter<br/>to Date</u> | <u>\$<br/>Variance<br/>to Actuals</u> | <u>%<br/>Variance<br/>to Actuals</u> | <u>1st Quarter to Date</u> |                |
| Total Income                                                                                              | \$3,133,125.00                 | \$8,333.45                            | 0.27%                                | \$3,133,125.00                 | \$8,333.45                            | 0.27%                                |                            | \$3,141,458.45 |
| Total Expenses                                                                                            |                                |                                       |                                      |                                |                                       |                                      | \$3,703,006.04             |                |
| less 75% of Wellness<br>Reimbursements Paid in<br>December****                                            |                                |                                       |                                      |                                |                                       |                                      | \$165,798.75               |                |
| Minus Net Expenses                                                                                        | \$4,228,586.50                 | -\$691,379.21                         | -16.35%                              | \$3,539,766.50                 | -\$2,559.21                           | -0.07%                               |                            | \$3,537,207.29 |
| Funding Shortage Amount as<br>well as Requested Allocation<br>from the Designated General<br>Fund Reserve | -\$1,095,461.50                | \$699,712.66                          | -63.87%                              | -\$406,641.50                  | \$10,892.66                           | -2.68%                               |                            | -\$395,748.84  |

**Notes:**

\* Budgeted expenses include all Department 885.885 & 885.886 expenses with medical and prescription claims reflecting an amount up to the attachment point (125% of expected claims). The reinsurance carrier covers the cost for claims totaling 125% of expected claims and for any individual who incurs claims over \$225,000. These numbers shown above are also the amounts included in the current FY09 Budget.

\*\* Expected expenses include all 885.885 & 885.886 expenses with budgeted medical & prescription claims reflecting only the expected claims level. Budgeted medical and prescription expenses for the additional 25% up to the attachment point are not included in this calculation.

At the current employer contribution level of \$461.50 per eligible employee per month and the current employee premium schedule, the Benefits Fund is being underfunded each quarter by \$0.4 MM at the expected level and \$1.1 MM at the attachment point level. Any underfunding is offset by the budgeted cash ending designation from the General Fund Reserve Allocation and the Benefits Fund Reserve.

\*\*\* Actual Income and Expenses shown are derived from the Human Resources books maintained in Quickbooks Pro. Our records reflect a net income of \$4,228.72 more than the Financial Center (due only to posting dates) which reduces the requested allocation amount by \$4,228.72.

\*\*\*\* An allocation of the \$221,065 December 2008 Wellness Program payouts will be included at 25% per quarter to equalize this annual expense to the quarterly application. The 1/14/09 CSCD reimbursement of \$14,550 for their participants will be reflected in the second quarter report.

Debt Management Policy  
Commissioners Court - Regular Session

Date: 02/24/2009  
Submitted By: Julie Kiley, County Auditor  
Department: County Auditor  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss and take appropriate action on Williamson County Debt Management Policy.

Background

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Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
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Attachments

Link: [Debt Management Policy](#)

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Form Routing/Status

Form Started By: Julie Kiley      Started On: 02/19/2009 11:01 AM  
Final Approval Date: 02/19/2009

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## **Debt Management Policy**

### **Goal**

To provide a debt management policy which recognizes the capital improvement needs of a growing County balanced by the taxpayer's ability to pay. The County will, at all times, manage its debt and financial position in order to maintain the highest credit ratings possible.

### **Purpose**

The basic purpose of this policy is to provide a conceptual framework for the issuance and management of debt.

### **Factors Important to the Issuance of Debt**

- Legal constraints on debt capacity and various financing alternatives.
- The urgency of the proposed capital improvement.
- Cost of delayed construction.
- Willingness and financial ability of the taxpayers to pay for the capital improvements.
- Proper balance between internal (pay as you go basis) and external (debt) financing based on prevailing interest rates, cash on hand and other market considerations.
- Reimbursement Resolutions should be utilized in order to limit the number of issues sold and frequency of sales in a 12 – 18 month period, minimizing costs. However, use of Reimbursement Resolutions should be based on General Fund balance goals and policy objectives.
- The financial condition of the County.
- The types, availability and stability of revenues to be pledged for repayment of the debt.
- Type of debt to be issued.
- The nature and asset life of the projects to be financed.

### **Debt Management Policies**

1. Capital improvements may be financed by debt to be repaid from available revenue sources pledgeable for same.
2. Cash surpluses, to the extent available and eligible for the purpose, should be used to finance scheduled capital improvements as outlined in the fund balance policy.
3. The County may issue debt for the purposes of constructing or acquiring capital improvements and for making major renovations to existing capital improvements.
4. All capital improvements financed through the issuance of debt will be financed for the lesser of useful life of the improvements or 30 years.

5. Operating expenses will not be incurred from dollars being paid by a debt issuance.
6. The County will not construct or acquire a public facility without including the operation and maintenance costs of the facility in the annual budget.
7. The County will ensure that an adequate system of internal control exists so as to provide reasonable assurance of compliance with appropriate laws, rules, regulations, and covenants associated with outstanding debt.
8. Revenue sources will only be pledged for debt when legally available. In situations where those revenues have previously been used for operation and maintenance expenses (general operating expenditures), they will only be pledged for debt when other sufficient revenue sources are available to replace those sources to meet operation and maintenance expenses (general operating expenditures).
9. The County will market its debt through the use of competitive bid whenever feasible, cost effective and advantageous to do so. However, it is recognized that, in some situations, certain debt issues or market conditions dictate marketing the debt via negotiated sale.
10. The County will continually monitor its outstanding debt in relation to existing conditions in the debt market and will payoff or refund any outstanding debt when sufficient cost savings can be realized.
11. Credit enhancements will be used only where the anticipated present value savings of reduced interest expense exceeds the cost of the credit enhancement.
12. The County will attempt to issue debt that carries a fixed interest rate. However, certain circumstances may warrant the issuances of variable rate debt. In those instances, the County should attempt to stabilize the debt service payments through the use of an appropriate stabilization arrangement.
13. The debt rate will not exceed 50% of the total tax rate.
14. The County Auditor's office shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This process may be outsourced as needed. Additionally, general financial reporting and certification requirements embodied in bond covenants shall be monitored to ensure compliance with all debt covenants.
15. The Investment Committee will oversee the investments related to debt management.

### **Policy Review**

This policy should be jointly reviewed by the Commissioners Court and the County Auditor's Office every three years, notwithstanding the fact that more frequent reviews may be performed as deemed necessary.

Consider Authorization of Sole Source Provider  
Commissioners Court - Regular Session

Date: 02/24/2009  
Submitted By: Barry Becker, Purchasing  
Department: Purchasing  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Consider authorization of Votec Corporation as sole source supplier for electronic poll book (e-pollbook) voting software for the ballot activation process by election officials during an election.

Background

This software is used in place of paper based poll books for voter lookup, verification, identification, precinct assignment and is not vote counting equipment.

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Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

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Attachments

Link: [Sole Source Affidavit](#)

Link: [E-poll book process](#)

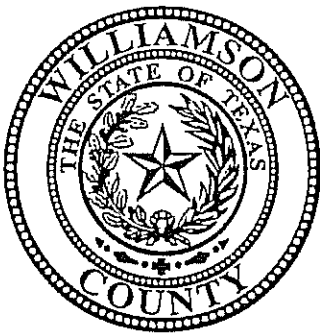
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Form Routing/Status

Form Started By: Barry Becker      Started On: 02/19/2009 09:03 AM

Final Approval Date: 02/19/2009

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**WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626  
<http://wcportals.wilco.org/Procurement/>**

**SOLE-SOURCE PURCHASE AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF WILLIAMSON

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared JOHN MEDCALF, who after being duly sworn on oath stated the following:

My name is John Medcalf. My title is President. I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003. Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

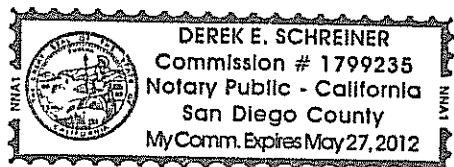
I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: VoteSafe. Votec Corporation is the sole-source supplier of this item because: VOTEC is the manufacturer and owner of all rights in VoteSafe. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

**IN WITNESS WHEREOF**, the undersigned has executed this Affidavit on the 9th day of February, 2009.

John Medcalf  
[Signature]

John Medcalf, President  
[Printed Name] [Title]

**SWORN TO AND SUBSCRIBED** before me on FEBRUARY 9, 2009, by JOHN MEDCALF.



Derek E Schreiner  
Notary Public  
State of CALIFORNIA  
My Commission expires on 05/27/2012

## E-Pollbook Voting Process

### Early Voting and Election Day 2008 vs. VoteSafe

| Process                           | Original Voter Registration Source                                                                                                                                                                                       | Data Conversion                                                                                  |                                                                                                        | Poll Worker Access                                                                                                                                                                                                          | Final Voter Credits                                                                                                                                         |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2008 Early Voting                 | VEMACS database, purchased in 2007. VEMACS is Votec's voter registration product. Have used Votec's web portal for early voting access since November 2007. The portal is no longer available, effective 1 January 2009. | Not required                                                                                     |                                                                                                        | <p>Poll worker can verify voter and provide the ballot style to activate on the voting equipment.</p> <p>Backup for internet disruption –<br/>1. paper poll book</p>                                                        | Run a process inside VEMACS to apply credits.                                                                                                               |
| 2008 Election Day                 | VEMACS database                                                                                                                                                                                                          | Data from VEMACS is downloaded to a file and sent to ES&S for conversion into the ES&S software. | Converted data from ES&S is manually loaded onto each poll book and synchronized with the ES&S server. | <p>Poll worker can verify voter and provide the ballot style to activate on the voting equipment.</p> <p>Backup – 1. Can function as an independent unit without internet connection, if necessary. 2. Paper poll book.</p> | Data from ES&S is downloaded and sent to Votec for conversion into VEMACS. This process did not work seamlessly and was successful post-election only once. |
| New Early Voting and Election Day | VEMACS database                                                                                                                                                                                                          | Load master file onto laptops before starting Early or Election Day processing.                  |                                                                                                        | <p>Poll worker can verify voter and provide the ballot style to activate on the voting equipment.</p> <p>Backup- 1. Can work independent of internet connection. 2. Paper pollbook.</p>                                     | Run a process inside VEMACS to apply voter credits. Receive immediate results for voter counts.                                                             |

The Key advantages to implementing the VoteSafe Software:

- Seamless integration with the original Voter registration database.
- Avoids the 2 previous data conversion points, minimizing the risk of data corruption and reducing the cost per election.

If there are questions please contact Rick Barron

Amend the contract with 22nd Century Technologies, Inc.  
Commissioners Court - Regular Session

Date: 02/24/2009  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Jonathan Harris  
Department: Purchasing  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Consider authorizing an amendment to the contract with 22nd Century Technologies, Inc. for consultant services for the Oracle Compensation Work Bench and Self Service Enhancement, decreasing the paid hourly rate from \$83.33 to \$82.18/hour.

Background

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Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

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Attachments

Link: [22nd Century Amendment](#)

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Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 02/19/2009 11:21 AM

Final Approval Date: 02/19/2009

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**AMENDMENT #1  
TO THE CONTRACT BETWEEN  
22<sup>ND</sup> CENTURY TECHNOLOGIES, INC.  
AND  
WILLIAMSON COUNTY**

**WHEREAS**, Williamson County, Texas ("County") and 22<sup>nd</sup> Century Technologies, Inc. ("Contractor") entered into a contract effective February 17, 2009, contract #C246008WCRFQ903, ("Contract") wherein Contractor shall assign its analyst(s) to assist the County in automating and integrating the County's annual salary process and daily employee/assignment maintenance in Oracle utilizing Compensation Work Bench and Self Service;

**WHEREAS**, the parties desire to amend the Contract:

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the County and Contractor hereby agree as follows:

1. The original versions of **Exhibit A** and **Exhibit B** of the Contract shall be revised and replaced with the **First Amended Exhibit A** and the **First Amended Exhibit B**, which are both attached hereto and which shall both be incorporated herein and in the Contract for all purposes;
2. All other terms of the Contract not amended herein shall remain the same and shall continue in full force and effect; and
3. This Amendment shall be effective as of February 17, 2009.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed by their duly authorized representatives.

**WILLIAMSON COUNTY, TEXAS**

BY: \_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

\_\_\_\_\_  
Date

**22<sup>ND</sup> CENTURY TECHNOLOGIES, INC.**

BY: Bradley Pittman

2-17-09  
Date

Title: Director of IT - Texas Region

# FIRST AMENDED EXHIBIT A

## CONTRACT WORK

### ORACLE COMPENSATION WORK BENCH & SELF SERVICE ENHANCEMENT

The scope of the project is to automate and integrate the annual salary process and daily employee/assignment maintenance in Oracle utilizing Compensation Work Bench and Self Service.

*22<sup>nd</sup> Century Technologies, Inc. will perform its services in a 33 week and 2 1/2 day period in the county's Oracle production environment.*

Start Date:2/17/2009

| Oracle Functional Process                                                                                                                                                                   |  | Weeks | Start     | End       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------|-----------|-----------|
| <b>New Hire</b>                                                                                                                                                                             |  | 1     | 2/16/2009 | 2/20/2009 |
| 1. Requirement Gathering<br>2. As- Is processes<br>3. State Future Design<br>4. Setups and configuration<br>5. Testing and documentation<br>6. Train the Trainer<br>7. Move into production |  | 2     | 2/23/2009 | 2/27/2009 |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  | 3     | 3/2/2009  | 3/6/2009  |
| <b>Termination</b>                                                                                                                                                                          |  | 4     | 3/9/2009  | 3/13/2009 |
| 1. Requirement Gathering<br>2. As- Is processes<br>3. State Future Design<br>4. Setups and configuration<br>5. Testing and documentation<br>6. Train the Trainer<br>7. Move into production |  | 5     | 3/16/2009 | 3/20/2009 |
|                                                                                                                                                                                             |  | 6     | 3/23/2009 | 3/27/2009 |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  | 7     | 3/30/2009 | 4/3/2009  |
| <b>Absence</b>                                                                                                                                                                              |  | 8     | 4/6/2009  | 4/10/2009 |
| 1. Requirement Gathering<br>2. As- Is processes<br>3. State Future Design<br>4. Setups and configuration<br>5. Testing and documentation                                                    |  | 9     | 4/13/2009 | 4/17/2009 |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  |       |           |           |
|                                                                                                                                                                                             |  | 10    | 4/20/2009 | 4/24/2009 |

|                               |  |          |           |           |
|-------------------------------|--|----------|-----------|-----------|
| 6. Train the Trainer          |  |          |           |           |
| 7. Move into production       |  |          |           |           |
| <b>Worker Status Change</b>   |  | 11       | 4/27/2009 | 5/1/2009  |
| 1. Requirement Gathering      |  | 12       | 5/4/2009  | 5/8/2009  |
| 2. As- Is processes           |  |          |           |           |
| 3. State Future Design        |  | 13       | 5/11/2009 | 5/15/2009 |
| 4. Setups and configuration   |  |          |           |           |
| 5. Testing and documentation  |  |          |           |           |
| 6. Train the Trainer          |  |          |           |           |
| 7. Move into production       |  | 14       | 5/18/2009 | 5/22/2009 |
| <b>Grade Management</b>       |  | 15       | 5/25/2009 | 5/29/2009 |
| 1. Requirement Gathering      |  | 16       | 6/1/2009  | 6/5/2009  |
| 2. As- Is processes           |  |          |           |           |
| 3. State Future Design        |  |          |           |           |
| 4. Setups and configuration   |  |          |           |           |
| 5. Testing and documentation  |  |          |           |           |
| 6. Train the Trainer          |  |          |           |           |
| 7. Move into production       |  | 17       | 6/8/2009  | 6/12/2009 |
| <b>Position Control</b>       |  | 18       | 6/15/2009 | 6/19/2009 |
| 1. Requirement Gathering      |  | 19       | 6/22/2009 | 6/26/2009 |
| 2. As- Is processes           |  | 20       | 6/29/2009 | 7/3/2009  |
| 3. State Future Design        |  |          |           |           |
| 4. Setups and configuration   |  |          |           |           |
| 5. Testing and documentation  |  |          |           |           |
| 6. Train the Trainer          |  |          |           |           |
| 7. Move into production       |  | 21       | 7/6/2009  | 7/10/2009 |
| <b>Compensation Workbench</b> |  | 22       | 7/13/2009 | 7/17/2009 |
| 1. Requirement Gathering      |  | 23       | 7/20/2009 | 7/24/2009 |
| 2. As- Is processes           |  | 24       | 7/27/2009 | 7/31/2009 |
| 3. State Future Design        |  | 25       | 8/3/2009  | 8/7/2009  |
| 4. Setups and configuration   |  | 26       | 8/10/2009 | 8/14/2009 |
| 5. Testing and documentation  |  | 27       | 8/17/2009 | 8/21/2009 |
| 6. Train the Trainer          |  | 28       | 8/24/2009 | 8/28/2009 |
| 7. Move into production       |  | 29       | 8/31/2009 | 9/4/2009  |
|                               |  | 30       | 9/7/2009  | 9/11/2009 |
|                               |  | 31       | 9/14/2009 | 9/18/2009 |
|                               |  | 32       | 9/21/2009 | 9/25/2009 |
|                               |  |          |           |           |
|                               |  | 33       | 9/28/2009 | 10/2/2009 |
|                               |  | 2.5 Days | 10/5/2009 | 10/7/2009 |

**Goal:**

The goal of the project is to automate and integrate the annual salary process and daily employee/assignment maintenance in Oracle utilizing Compensation Work Bench and Self Service.

**Scope****1. Compensation Work Bench (CWB)****Key Features**

- Compensation Objects
- Eligibility Profiles
- Budget Preparation
- Activity Rates
- Salary and Grade Related Pay and Progression
- Compensation and Awards Management

The county departmental heads are responsible for submitting annual employee salary and assignments changes. The features of CWB will enable the county to apply lump sum awards, merit and/or COLA increases to different groups of employees. There will also be re-classes, transfers, reorganizations, demotions etc. during the annual compensation process. The CWB requests are required to go through a workflow approval process before changes are committed to the assignment and salary screen.

Require the ability to estimate the total cost of different compensation plans, and select the approved plan to apply to employees through the Budget Preparation process.

**2. Self-Service HR**

The County would like to expand its current SSHR functionality. The main objective is to enable managers to process employee updates through SSHRM. Currently all processes are routed through a manual paper process using the County's Payroll Action Sheet (See Attached).

**Key Payroll Actions**

| Function             | Example                            |
|----------------------|------------------------------------|
| Change Pay           | Make grade/step and salary Changes |
| Termination/Hire     | Use to hire and term employees     |
| Worker Status Change | Military Leave, LWOP, Etc...       |

|                         |                                                                                                                                          |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                          |
| Change Position/Job     |                                                                                                                                          |
| Release Information     | Release Information                                                                                                                      |
| My Employee Information | My Employee Information                                                                                                                  |
| Manager Actions         |                                                                                                                                          |
| Position Management     | ability to determine open positions                                                                                                      |
| Special Inputs          | Allow departments to issue items with a start date and end date<br>The items need to be defined using flex fields to ensure consistency. |

### **Overview of Current Environment**

The County is currently using the following modules:

Assets  
Cash Management  
General Ledger  
Grants/Projects  
Human Resources  
Payables  
Payroll  
Public Sector Financials  
Purchasing  
Receivables  
Self-Service Web  
OAB  
Discoverer

### **County HRMS Environment Highlights**

- Williamson County currently has 1700+ employee in the payroll module.
- Allows for multiple assignments per employee
- Jobs may be tied to multiple positions
- Supervisors are not assigned in the system
- Assignments link to a grade chart with minimum and maximum amounts but the systems does not force the rules
- There is no information tied at the position level for FTE's head count. The 'Report To' tab in the Position screen, links to the Position Hierarchy which is used to process Requisitions and POs, not an actual supervisor hierarchy
- Process Payroll for Texas only
- Use Vertex software for taxation amounts
- Position Hierarchy for REQ and Purchase Orders

- Kronos manages all time and accruals. Hours are passed bi-weekly to Oracle for process payroll
- 5 biweekly payrolls
- Use blended overtime
- Account Structure

| Entity | Fund | Department | Object |
|--------|------|------------|--------|
| 01     | 0100 | 0503       | 004500 |

### **Self Service**

Currently the employees can view their Payslips, Benefits, and W2s on-line. During the County's Benefits Open Enrollments period, employees can make changes to benefits selections, covered dependents and beneficiaries.

### **Annual Salary Updates**

The County departments budget for their employee annual salary changes using a web tool. The data is exported from the web tool and uploaded through Oracle's Salary Management. Assignment changes are entered into the same web tool and processed through Oracle's Mass Assignment Update.

### **Assignments Updates**

All other employee and assignment changes are submitted manually through a Payroll Action Sheet and routed to the appropriate departments for approval. A sample Payroll Action Sheet has been provided to Contractor.

## **FIRST AMENDED EXHIBIT B**

### **RATE SCHEDULE**

Standard Time All-inclusive Billing Rate: \$ 82.18 per hour

Overtime All-inclusive Billing Rate: \$ 82.18 per hour

| <b>Analyst's Name</b> | <b>Position Description</b> | <b>Duration</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Extended Cost</b> |
|-----------------------|-----------------------------|-----------------|-------------|------------------|----------------------|
| Dharmesh Agarwal      | HR Oracle HRMS Analyst      | 1340            | Hour        | \$82.18          | \$110,121.20         |

- 1) The County must notify Contractor in the case of non-performance and/or Analyst problems, and a Analyst is to be removed, Contractor will be given (30) thirty days for replacement.
- 2) The County is the sole judge of performance on behalf of this contract and the resulting actions thereof.
- 3) The County, upon signing the weekly time sheets for the Analyst, is authorizing acceptance of work and assuming liability for paying related and/or subsequent invoices.
- 4) The County will provide work space, computer equipment and time, security arrangements, appropriate software, materials and all other things necessary to fulfill Analyst's assignment.
- 5) The County will direct supervision over the Analyst's tasks and assignments.

### Time Sheet Format

| TIMESHEET             |              |                  |     |     |     |     |     |     |     |       |
|-----------------------|--------------|------------------|-----|-----|-----|-----|-----|-----|-----|-------|
| Analyst Name          |              |                  |     |     |     |     |     |     |     |       |
| Week Ending:          |              |                  |     |     |     |     |     |     |     |       |
| S No.                 | Project Name | Work Description | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Hours |
|                       |              |                  |     |     |     |     |     |     |     | 0     |
|                       |              |                  |     |     |     |     |     |     |     | 0     |
|                       |              |                  |     |     |     |     |     |     |     | 0     |
|                       |              |                  |     |     |     |     |     |     |     | 0     |
|                       |              |                  |     |     |     |     |     |     |     | 0     |
|                       |              |                  |     |     |     |     |     |     |     | 0     |
|                       |              |                  |     |     |     |     |     |     |     | 0     |
| Total Hours Per Day:  |              |                  | 0   | 0   | 0   | 0   | 0   | 0   | 0   |       |
| Total Hours Per Week: |              |                  | 0   |     |     |     |     |     |     |       |

Remarks

Manager Signature



Voluntary Duty Pay, B/A, 2/24/09  
Commissioners Court - Regular Session

Date: 02/24/2009  
Submitted By: Lisa Moore, County Auditor  
Submitted For: David Dukes  
Department: County Auditor  
Agenda Category: 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 revenues for February 2009 Voluntary Duty.

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

| From/To | Acct No.         | Description                  | Amount     | Sort Seq |
|---------|------------------|------------------------------|------------|----------|
|         | 0100.0000.341220 | Voluntary Duty Rev, SO       | \$2,266.69 | 01       |
|         | 0100.0000.341226 | Voluntary Duty Rev, Juv Serv | \$166.79   | 02       |
|         | 0100.0000.341230 | Voluntary Duty Admin Fee     | \$246.52   | 03       |

Attachments

*No file(s) attached.*

Form Routing/Status

Form Started By: Lisa Moore      Started On: 02/19/2009 10:00 AM  
Final Approval Date: 02/19/2009

Voluntary Duty Pay, B/A, 2/24/09  
Commissioners Court - Regular Session

Date: 02/24/2009  
Submitted By: Lisa Moore, County Auditor  
Submitted For: David Dukes  
Department: County Auditor  
Agenda Category: 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 expenditures for February 2009 Voluntary Duty pay.

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

| From/To | Acct No.         | Description        | Amount     | Sort Seq |
|---------|------------------|--------------------|------------|----------|
|         | 0100.0560.001117 | Voluntary Duty Pay | \$1,875.00 | 01       |
|         | 0100.0560.002010 | FICA               | \$143.44   | 02       |
|         | 0100.0560.002020 | Retirement         | \$204.38   | 03       |
|         | 0100.0560.002050 | Worker's Comp      | \$43.88    | 04       |
|         | 0100.0576.001117 | Voluntary Duty Pay | \$135.00   | 05       |
|         | 0100.0576.002010 | FICA               | \$10.33    | 06       |
|         | 0100.0576.002020 | Retirement         | \$14.72    | 07       |
|         | 0100.0576.002050 | Worker's Comp      | \$6.75     | 08       |

Attachments

*No file(s) attached.*

Form Routing/Status

Form Started By: Lisa Moore      Started On: 02/19/2009 10:06 AM  
Final Approval Date: 02/19/2009

