

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MARCH 3RD, 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 – 7)

5. Discuss and consider approving a line item transfer for Constable Precinct #1:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0551.003010	Computer Equipment	\$1,000.00	01
To	0100.0551.003100	Office Supplies	\$1,000.00	02

6. Discuss and consider approving a line item transfer for URS:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
TO	0200-0210-004549	Signal Light Maint.	\$10,000.00	
FROM	0200-0210-005700	Vehicles	\$10,000.00	

7. Consider and take appropriate action on authorizing the transfer of various items including vehicles and heavy duty equipment to auction, donation or destruction.
(Complete list filed with official minutes)

REGULAR AGENDA

8. Discuss and take appropriate action on 2009 Williamson County Landfill Operation Agreement with Waste Management of Texas, Inc. (an executive session for consultation with attorneys may also be required in connection with this and the next agenda item).
9. Discuss and take appropriate action on adopting an Order of the Commissioners Court making certain findings of fact, authorizing the 2009 Williamson County Landfill Operation Agreement, and directing the County Judge to execute the Agreement after it has been signed by Waste Management of Texas, Inc.
10. Hear First Lady's Treasures Award Presentation from Chris Dyer.
11. Hear the March 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.
12. Consider authorizing project budget transfer request of 2006 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager. To move a total amount of \$577,345.50 P180 Right of Way Project distributed to the following projects: P157 (CR111/Westinghouse Rd) \$284,801.50, P175 (Chandler Road) \$230,281.00 and P176 (Limmer Loop) \$62,263.00 with accordance to right of way expenditures that occurred between September 1, 2008 to December 31, 2008.
13. Consider a resolution determining the necessity and authorizing condemnation of certain property interests required for the Highway 79 construction project, and take other appropriate action (Covert--parcel 28).

14. Consider a resolution determining the necessity and authorizing condemnation of certain property interests required for the Highway 79 construction project, and take other appropriate action (Covert-Parcel 29 Parts 1-3).
15. Hear presentation on current status and future direction of Odyssey Justice Information System Project.
16. Hear presentation from the Crisis Intervention Team (CIT) and Mobile Outreach Team (MOT).
17. Discuss and consider approving an Interlocal Agreement between the City of Austin and Williamson County regarding Pond Springs Road.
18. Consider setting a date for a public hearing to change the name of E. Bowman Rd., beginning at the end of the Round Rock city limit and ending at N. A. W. Grimes Blvd., to Tiger Trl.
19. Discuss and take appropriate action on Work Authorization Request (styled WCCF #1) for SWCA Environmental Consultants for activities related to implementation of the county's Regional Habitat Conservation Plan.
20. Discuss and take appropriate action regarding initial draft report "Result of Findings Regarding Proposed Inclusion of Williamson County with Travis County in Austin-Round Rock Non-Attainment Area."
21. Discuss and take action on resolution in regards to the Juvenile Accountability Block Grant.
22. Discuss and take action on Judge Ricardo Garcia Facility Interlocal Cooperation Agreement for out of county residential services.
23. Discuss and consider adoption of resolution regarding non-emergency curfew.
24. Discuss and consider approving Casco Industries, Inc. Invoice #058408 for EMS.
25. Consider approving payment of invoice from Safeguard Business Systems
26. Discuss and take appropriate action on Training Agreement between Sheriff's Office and TCLEOSE.

27. Discuss and take appropriate action on retaining Mike Davis to assist the County Attorney's Office during an employment transition.
28. 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.
29. Discuss and consider approving a contract with the Children's Advocacy Center for 2008-2009
30. Discuss and consider funding for CARTS.
31. Discuss and take appropriate action regarding entering into a Staff Contribution Agreement between Williamson County and the Williamson County Child Welfare Board.
32. Discuss and take appropriate action regarding appointing Valerie S. Zimmerman as Assistant County Veteran's Service Officer.
33. Consider authorizing advertising and setting date of Wednesday, March 25, 2009 at 11:00am in the Purchasing Department to receive bids for SE Inner Loop @ FM1460 road construction project, (Bid# 09WC708).
34. Discuss and consider increasing Greg Bergeron's purchase order approval for URS projects to \$10,000.
35. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the District Clerk's Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0386-0386-001107	DC Rec Mgt/Temp Labor	\$6,150	
	0386-0386-002010	DC Rec Mgt/FICA	\$471	

EXECUTIVE SESSION

36. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
37. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

38. Discuss County Landfill (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
39. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
40. Discuss and take appropriate action on real estate.
41. Discuss and take appropriate action on pending or contemplated litigation.
42. Discuss and take appropriate action on the County Landfill.
43. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
44. 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 _____, 2009 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Constable Pct #1, LIT, 3/3/09
Commissioners Court - Regular Session

Date: 03/03/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Mike Turek, Const #1
Department: County Auditor
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Precinct #1:

Background

New Constable entered office with little to no supplies remaining from old administration.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0551.003010	Computer Equipment	\$1,000.00	01
To	0100.0551.003100	Office Supplies	\$1,000.00	02

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/24/2009 02:59 PM	APRV
4	Budget	Ashlie Koenig	02/26/2009 08:22 AM	APRV

Form Started By: Lisa Moore

Started On: 02/24/2009 01:54 PM

Final Approval Date: 02/26/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 03/03/2009

Submitted
By: Lydia Linden, Unified Road System

Department: Unified Road System

Agenda
Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for URS:

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
TO	0200-0210-004549	Signal Light Maint.	\$10,000.00	
FROM	0200-0210-005700	Vehicles	\$10,000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/25/2009 03:22 PM	APRV
4	Budget	Ashlie Koenig	02/26/2009 08:22 AM	APRV

Form Started By: Lydia Linden
Started On: 02/24/2009 04:02 PM

Final Approval Date: 02/26/2009

Consent Agenda

Commissioners Court - Regular Session

Date: 03/03/2009

Submitted By: Ursula Stone, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items including vehicles and heavy duty equipment to auction, donation or destruction.
(Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Jonathan Harris	02/26/2009 10:59 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	02/26/2009 12:02 PM	APRV

Form Started By: Ursula Stone

Started On: 02/26/2009 10:34 AM

Final Approval Date: 02/26/2009

TRANSFER of FIXED ASSET

Date: February 10, 2009

The following fixed asset(s) should be (check one):

- ☐ Transferred to another department
- ☒ Sold At Auction

[illegible]

The transferor requests that this fixed asset be removed from the inventory for their office and either placed in the Transferee's office as of the date shown above, *OR* sold at auction as indicated by the choice above.

From: Amita Martinez
Transferor department head or elected official

Health District _____
Department Name _____

To: James McAllister
Transferee department head or elected official
(not needed if being sold at auction)

Auction _____
Department Name _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell SX260 PC	4W9GX21	C240	Unknown

Parties involved:

FROM (Transferor Department): Tax Assessor/Collector

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

Deborah M. Hunt

Print Name



Signature

Date February 24, 2009

Contact Person:

Kathryn Morehouse

Print Name

943-1601

Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Auction

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County Vehicle Retirement Form

Identify Vehicle:

085552B				2827
Vehicle Identification Number				Door Number
N/A	1999	TIGER (BOOM MOWER)	TRB-50C	YELLOW
License Plate Number	Year	Make	Model	Color
MOWING CREW				210 URS
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 2275 HOURS
- ☒ Not mechanically sound HIGH OPERATING COST, LIFE TO DATE OPERATING EXPENSE \$37,168.00
- ☒ Other: Explain REPLACEMENT OF THIS UNIT WAS APPROVED IN THE 08-09 BUDGET

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

Elected Official/Department Head/Authorized Staff

Date 2 / 24 / 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 III

Signature

Date 2, 24, 09
[Signature]

Williamson County Vehicle Retirement Form

Identify Vehicle:

85589 1705
Vehicle Identification Number Door Number
0000000 1985 BOMAG MPH 100 R YELLOW
License Plate Number Year Make Model Color
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 _____

☒ Not mechanically sound

☒ Other: Explain Replacement unit has arrived and is in service. This unit was approved to be replaced

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

Elected Official/Department Head/Authorized Staff

Date 2/24/09

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 2/24/09
[Signature]

Williamson County Vehicle Retirement Form

Identify Vehicle:

AP1030 2414
Vehicle Identification Number Door Number
000000 1997 ALITEC AP934 YELLOW
License Plate Number Year Make Model Color
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 2753 (HOURS)
- ☐ Not mechanically sound
- ☒ Other: Explain Approved for replacement in 08-09 budget

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

Elected Official/Department Head/Authorized Staff

Date ____ / ____ / ____

Print Greg Bergeron Signature _____

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 [Signature] Date 2, 24, 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

3B6MC366X1M248569				0625
Vehicle Identification Number				Door Number
779230	2001	DODGE	3500	WHITE
License Plate Number	Year	Make	Model	Color
Driver Assigned to Vehicle				210
				Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Report or the Official Accident Report
- ☒ High Mileage: List actual mileage 163293
- ☐ Not mechanically sound _____
- ☐ Other: Explain _____

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

Elected Official/Department Head/Authorized Staff

Date 2/24/09

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 2/24/09
[Signature]

Williamson County Vehicle Retirement Form

Identify Vehicle:

4F6L12615VA028835				3405
Vehicle Identification Number				Door Number
979863	1997	Ameri Equip	Eagle	Blue
License Plate Number	Year	Make	Model	Color
Driver Assigned to Vehicle				210 URS
				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 _____
- ☐ Not mechanically sound _____
- ☒ Other: Explain Approved in the budget to be replaced

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

Elected Official/Department Head/Authorized Staff

Date 2 / 24 / 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 / 24 / 09
[Signature]

Williamson County Vehicle Retirement Form

Identify Vehicle:

2DS01168
Vehicle Identification Number

2206
Door Number

0000000 2001 CAT 963C YELLOW
License Plate Number Year Make Model Color

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 1926 (HOURS)
- ☐ Not mechanically sound
- ☒ Other: Explain This truck loader was declared surplus due to low usage and replaced with a 84" Steel Roller.

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

Elected Official/Department Head/Authorized Staff

Date 2 / 24 / 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
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- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date 2 / 24 / 09
Mike Fox III

Landfill Contract

Commissioners Court - Regular Session

Date: 03/03/2009

Submitted By: Peggy Vasquez, County Judge

Submitted For: Dan Gattis

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on 2009 Williamson County Landfill Operation Agreement with Waste Management of Texas, Inc. (an executive session for consultation with attorneys may also be required in connection with this and the next agenda item).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2009 Landfill Contract](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 02/27/2009 01:12 PM

Final Approval Date: 02/27/2009

Landfill Order

Commissioners Court - Regular Session

Date: 03/03/2009

Submitted By: Peggy Vasquez, County Judge

Submitted For: County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on adopting an Order of the Commissioners Court making certain findings of fact, authorizing the 2009 Williamson County Landfill Operation Agreement, and directing the County Judge to execute the Agreement after it has been signed by Waste Management of Texas, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Landfill Order](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 02/26/2009 02:44 PM

Final Approval Date: 02/26/2009

Order Authorizing Agreement

The State of Texas }
 }
County of Williamson } Know All Men By These Presents:

That on this, the _____ day of March, A. D. 2009, the Commissioners Court of Williamson County, Texas, met in duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge, Presiding,
Lisa Birkman, Commissioner Precinct One,
Cynthia Long, Commissioner Precinct Two,
Valerie Covey, Commissioner Precinct Three, and
Ron Morrison, Commissioner Precinct Four

where, among other matters, came up for consideration and adoption the following Order:

Whereas, the Williamson County Commissioners Court, sitting as a legislative, executive, and judicial finder of fact pursuant to its exclusive original jurisdiction under Article V, Section 18(b) of the Texas Constitution, has made the following

Findings of Fact

1. The following findings of fact (which may include mixed questions of fact and law) are based on information provided to the members of this Court by both proponents and opponents of the attached agreement at an extensive series of public meetings and hearings and in numerous written and oral communications with the Court and its individual members over a period of more than two years. The Court sought, carefully considered, and relied upon the legal advice of numerous attorneys. The opportunity for public comment and participation was unprecedented for any contract ever considered by this Court.
2. The Court gave due consideration to all the advice and comments and each was given appropriate weight in the decisions of the Court. There is substantial evidence for each of the findings contained in this Order.
3. This Order and the attached Agreement are being adopted at a properly convened public session of the Court after all the notices and formalities required by the Texas Open Meetings Act. All prior acts and deliberations of the Court concerning the

contract and related issues have also been in compliance with that Act. Specifically, all deliberations on this matter by a quorum of the Court have been held either in a public session or in a closed session required for consultation with attorneys as authorized by that Act. No decisions have been made by the Court, either formally or informally, except in its properly-held public sessions.

4. Williamson County, Texas, (County) has been an Organized County since 1848, with the authority to carry out governmental (though not proprietary) functions, including but not limited to the operation of sanitary landfills. Among other provisions of law not cited here, general authority for County to manage solid waste and expend public funds for that purpose is granted by § 361.153, Texas Health and Safety Code; specific authority to operate a landfill is granted by § 364.013; § 363.113 requires that County “assure that [solid waste management] services are provided to all persons in its jurisdiction.”
5. County owns the Williamson County Landfill (Landfill), the real property described in the attached “2009 Williamson County Landfill Operation Agreement” (the Agreement) between County and Waste Management of Texas, Inc. (Contractor). The Agreement, with any exhibits, is set out in this Order by reference as fully and completely as if set out verbatim in the body of the Order.
6. County exclusively holds and retains all right, title, and interest in and to the real property, improvements, fixtures, and appurtenances, to any current or pending state permits, and to all water, mining, mineral, and other rights appurtenant to the Landfill, permits, or Agreement. Apart from short-term farming leases with third parties, none of these rights are currently subject to a lease, reversionary interest, partnership, or joint venture. Under the terms of the Agreement, County’s ownership has been agreed by Contractor to be or become indefeasible fee simple absolute title, and the Court finds this to be the case.
7. Beginning in the early 1980s, County acquired this property for the operation of a sanitary landfill and obtained appropriate permits from the State of Texas to operate the Landfill. Since May 6, 1985, Contractor or its corporate predecessors have continuously operated the Landfill on behalf of County. The original operation agreement was amended in 1990 and 2003.
8. Under the Agreement and all prior operation agreements, Contractor is, at most, a contract operator of the Landfill. Contractor is not the “site operator,” as that term is

defined by Texas Commission on Environmental Quality regulations and policy. Contractor has and claims none of the rights or privileges of a site operator.

9. Contractor and its predecessors are not the legal or beneficial owners of either the Landfill or its permits, whether in whole or in part. It is the intent of the Agreement that Contractor will not acquire any ownership or substantive rights in either the Landfill or its permits.
10. Apart from the rights expressly granted by the Agreement and prior contracts between County and Contractor or its predecessors, Contractor has no right, title, or interest in the landfill property, permits, or operations. Specifically and without limitation, it has no interest as a lessee, remainderman, partner, or joint venturer. It is the understanding of the Court that Contractor has consistently and publicly disclaimed any other interest beyond its express contractual rights.
11. The Agreement explicitly supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments, and representations, whether oral or written, and will constitute the sole agreement between the parties. Upon execution of the Agreement, Contractor will have no continuing rights under the 1985, 1990, or 2003 contracts. The Court finds that this will be in County's best interest.
12. County has the authority to enter into and perform the obligations set out in the Agreement. County's authority to enter into such contracts is set out, among other places, in § 363.116, § 364.013, and § 364.031, Texas Health and Safety Code.
13. The Agreement contains termination conditions that prevent it from being a contract in perpetuity.
14. The proper operation of any public or private landfill located in Williamson County is critical to public health, safety, and welfare. Without a proper facility in an accessible location charging affordable rates, garbage, trash, and other waste materials will be disposed of in a manner that supports unacceptable levels of air, land, and water pollution, as well as vermin, insects, noxious odors, and disease vectors. These risks mandate that the criteria for awarding landfill contracts are not readily susceptible to traditional competitive bidding in which price is the controlling consideration.
15. The State of Texas has recognized the unique issues affecting waste disposal by the legislative findings in Section 363.003 of the Health and Safety Code. In addition, § 363.002 states, "It is this state's policy to safeguard the health, general welfare, and

physical property of the people and to protect the environment by encouraging the reduction in solid waste generation and the proper management of solid waste, including disposal and processing to extract usable materials or energy. Encouraging a cooperative effort among federal, state, and local governments and private enterprise, to accomplish the purposes of this chapter, will further that policy.”

16. For these reasons, it is long established in Texas that contracts related to solid waste disposal need not be subject to competitive bidding, as public health, safety, and welfare are to be the primary criteria; see, for example, *Browning-Ferris, Inc. v. City of Leon Valley*, 590 S.W.2d 729 (San Antonio 1979, *no writ*). The Texas County Purchasing Act, §262.024 (a) (2), Texas Local Govt. Code, exempts from competitive bidding contracts “necessary to preserve or protect the public health or safety.” The Williamson County Commissioners Court specifically finds that the Agreement is necessary to preserve or protect the public health and grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.
17. The 1985 contract between County and Contractor was previously renegotiated in 1990 and 2003. At the time of each of the prior renegotiations, County and Contractor had apparently valid, subsisting contracts in place that were not subject to cancellation. Since County at that time believed that it could deal with only the existing contract holder, neither of the prior renegotiated contracts were the result of a competitive process.
18. Today, as in 1990 and 2003, County and Contractor have an agreement that has not been cancelled by either party; nor has it been declared void or voidable by any other appropriate authority. In response to the concerns of citizens and court members, County recently contested the validity of the 2003 contract in the 368th District Court (Cause No. 07–748–C368, *County of Williamson v. Waste Management of Texas, Inc.*). In a judgment that addressed procedural issues including competitive bidding, but not the substance of the contract, the District Court declared on July 18, 2008, that the 2003 contract “is not void or voidable but, rather, remains in full force and effect.” County and Contractor were parties to that lawsuit and are bound by the judgment as *res judicata*. The Commissioners Court has agreed to comply.
19. Since execution of the Agreement will terminate the 2003 contract, it will also render the dispute litigated in Cause No. 07–748–C368 moot and enable County to significantly reduce the risks and costs of further litigation in that matter. The

Commissioners Court finds that final settlement of this dispute is additional grounds for entering into the Agreement at this time.

20. If the Agreement is not approved by both parties, the 2003 contract will continue in effect unless and until it is cancelled according to its own terms or in some other lawful manner. The terms of the 2009 Agreement are plainly more favorable to the County than the terms of the 2003 contract. The Court finds that breach of the 2003 contract without legal cause would carry costs and liabilities greater than the possible benefits. The Court has determined that none of Contractor's competitors would likely agree to indemnify the County against these probable costs. This makes the Agreement the best alternative among all those available to the Court at this time.
21. The 2003 contract provides Contractor with an exclusive right to manage a landfill on the present site, including any expansion within the contiguous County property. Without cancellation of that contract, it is impossible to offer a Landfill operations agreement at this location to any other party, whether by competitive bidding or by any other means. The County Purchasing Act, §262.024 (a) (7), exempts from competitive bidding contracts for "an item that can be obtained from only one source." The Court finds that Contractor is the sole source currently available to the County for providing these services and grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.
22. Because Contractor is paying County, rather than the reverse, the Court finds that the County Purchasing Act does not apply to the Agreement or require that it be offered competitively.
23. Since any possession of Landfill real or personal property by Contractor is in its capacity as a landfill contractor for County and is purely incidental to operations, the District Court found that the Agreement is not a lease to Contractor for its own use of the site. The Texas laws relating to the granting of a lease by public auction, sealed bids, or sealed proposals are not applicable to these circumstances. The Court finds that these bidding procedures, even if available, would not serve the public interest in this case, as Chapters 361–364 of the Health and Safety Code provide that public health and safety, not price, are the paramount concerns that are to govern solid waste contracts.
24. The Agreement does not contemplate the construction of county facilities by Contractor that are unrelated to the ongoing operation of the Landfill and does not

create County financial obligations for any construction. Any possible construction by Contractor under this Agreement will be incidental to its duty, as County's landfill contractor, to provide the services promised in the Agreement. The Court finds that this transaction is therefore not subject to competitive bidding as a facilities construction contract or on any other basis. Any future construction by County at the Landfill for other purposes will be in accordance with applicable bidding statutes in effect at that time.

25. The Agreement includes special fund fees which benefit designated purposes and designated areas of the County. The Court finds that these provisions are in the best interest of the County to require in the Agreement.
26. The Agreement represents a substantial improvement for the people of Williamson County over the 2003 contract. Its provisions are fair to all concerned. Replacing the old contract by the new will produce major benefits for the public health, safety, and welfare. Protection of those interests mandates the execution of this Agreement even though no additional competitive process has occurred. Adoption of the Agreement is thus in the best interest of Williamson County, its residents, and its taxpayers.

Therefore be it

Ordered, that the Williamson County Commissioners Court, having hereby adopted the foregoing Findings of Fact (which may include mixed questions of fact and law), by this Order commits Williamson County, Texas, to enter into the attached "2009 Williamson County Landfill Operation Agreement" with Waste Management of Texas, Inc., and does hereby by order grant any lawful exceptions to competitive bidding necessary to enter into the Agreement;

Further Ordered, that County Judge Dan A. Gattis be, and is hereby, authorized to sign this Order as the act and deed of the Commissioners Court and of Williamson County; and

Further Ordered, that the County Judge be, and is hereby, authorized to sign the Agreement itself on behalf of Williamson County following its execution by Waste Management of Texas, Inc., and the Judge is further authorized to execute any necessary incidental closing documents in connection therewith.

The foregoing Order was lawfully moved by _____, duly seconded by _____, and duly adopted by the Commissioners Court on a vote of _____ members for the motion and _____ opposed.

Dan A. Gattis, Williamson County Judge

Attest:

Nancy Rister, Williamson County Clerk

Attach 2009
Williamson County Landfill
Operation Agreement here

March 2009 Monthly Construction Summary Report
Commissioners Court - Regular Session

Date: 03/03/2009
Submitted By: Krista Zaleski, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear the March 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2009-03-CSR](#)

Form Routing/Status

Form Started By: Krista Zaleski Started On: 02/26/2009 09:51 AM
Final Approval Date: 02/26/2009



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

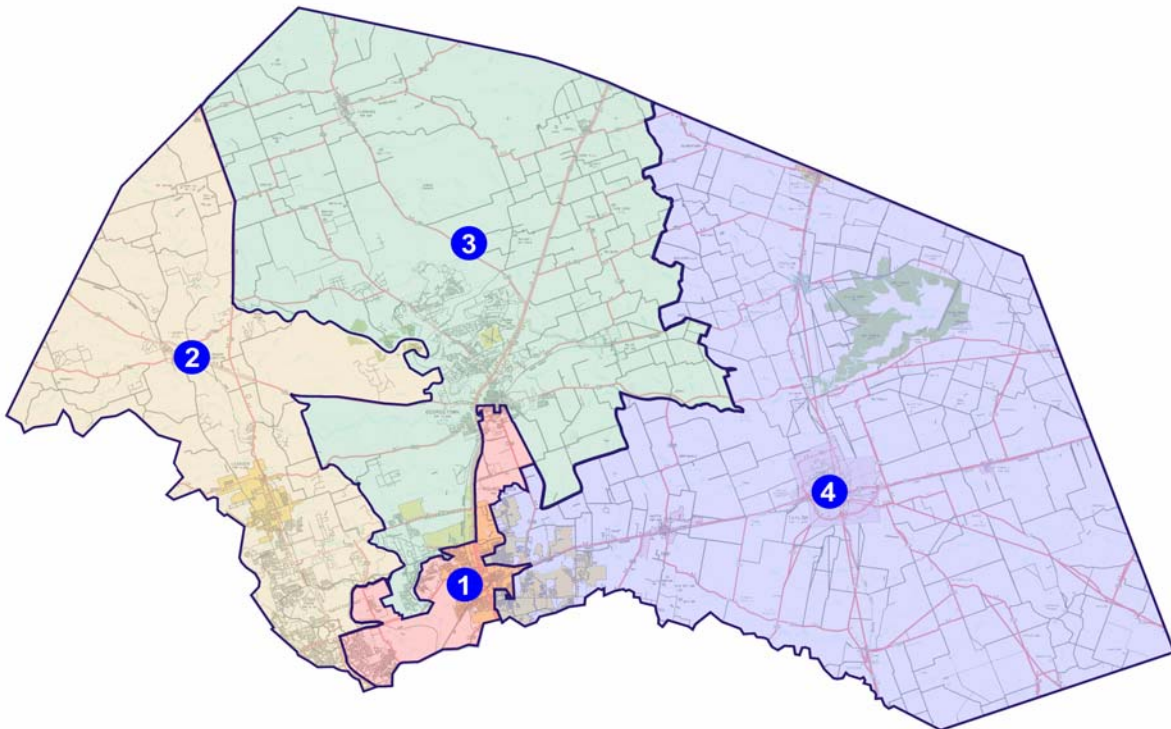
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

March 2009

WWW.WILCOGOV.ORG/BONDS/ROAD/

Volume VIII - Issue No. 3



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

Table of Contents



Completed Projects.....	1
PRECINCT No. 1 – Commissioner Lisa Birkman.....	2
RM 620, Ph. 1 Intersections (Wyoming Springs, Oaklands and Deepwood)	3
CR 111 – Westinghouse Rd (Hewlett Loop to FM 1460)	4
PRECINCT No. 2 – Commissioner Cynthia Long	6
San Gabriel Pkwy, Phase 1 (Halsey Drive to CR 273 Extension)	7
Ronald W. Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)	8
PRECINCT No. 3 – Commissioner Valerie Covey	11
Ronald W. Reagan Blvd North, Ph. 2 (FM 3405 to RM 2338)	12
Pass Through: IH-35 at SH 29 Turnaround Structures	14
SH 29 @ CR 104, Ph. 1 Improvements	16
Williams Drive (DB Wood Rd to FM 3405).....	17
PRECINCT No. 4 – Commissioner Ron Morrison	19
Limmer Loop, Ph. 1C (CR 110 to SH 130)	20
Pass Through: US 79, Section 5B (FM 1063 to Milam County Line).....	21
Pass Through: US 79, Section 5A (East of Taylor to FM 1063).....	23

WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2009

Precinct 1

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – January 2009

Precinct 2

- Cedar Hollow at SH 29 (signal) – Aug 2002
- FM 1869 at SH 29 (signal) – Aug 2002
- County Road 175 – June 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sept 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sept 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Sept 2007
- Ronald Reagan Blvd South, Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008

Precinct 3

- DB Wood/Cedar Breaks – June 2004
- Cedar Breaks Road – June 2004
- Georgetown Inner Loop East Extension – Aug 2004
- CR 152 Bridge Replacement – Sept 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – June 2008
- SH 29 / CR 104, Ph. 1 – July 2008
- IH 35 @ SH 29 Turnarounds (Pass Through Financing) – August 2008

Precinct 4

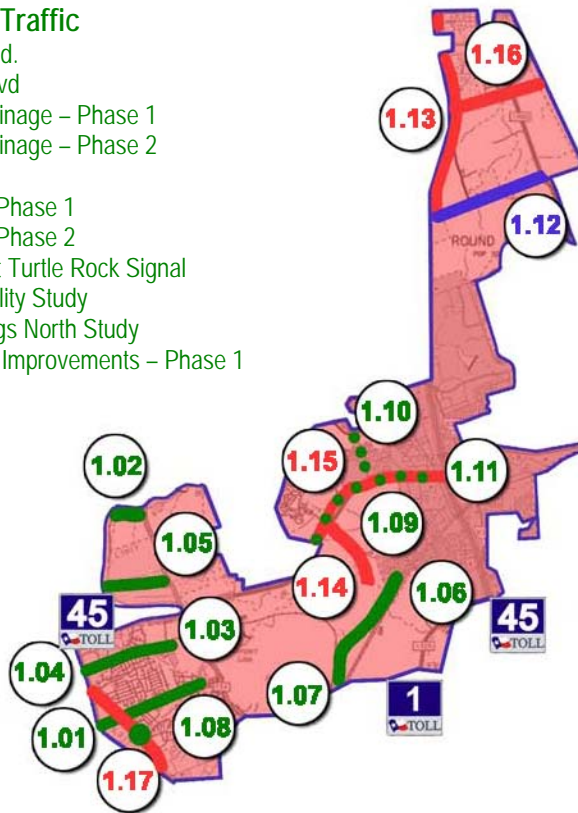
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – July 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – March 2008
- Limmer Loop, Ph. 1C – October 2008

PRECINCT 1

COMMISSIONER BIRKMAN

Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.05 Lakeline Blvd.
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1



Under Construction

- 1.12 CR 111 (Westinghouse Rd)

In Design

- 1.13 IH-35 Northbound Frontage Rd and Ramps
- 1.14 O'Connor Extension
- 1.15 RM 620 Ultimate Schematic and EA
- 1.16 Georgetown SE Inner Loop
- 1.17 Pond Springs Road

**RM 620, Ph. 1 (Intersections of Wyoming Springs, Oaklands and Deepwood)
Project No. 08WC605**

Original Contract Price = \$780,644.01

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/13/2008	3/4/2008	5/23/2008	6/2/2008	1/26/2009		120	28	148

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/2/2008	8/31/2008	91	\$456,146.87	\$456,146.87	\$24,007.73	\$24,007.73	61	61	\$0.00	\$0.00
2	9/1/2008	9/30/2008	30	\$186,617.62	\$642,764.49	\$9,281.98	\$33,289.71	85	82	\$0.00	\$0.00
3	10/1/2008	12/15/08	27	\$85,708.05	\$728,472.54	\$4,510.95	\$37,800.66	97	100	\$0.00	\$0.00

2/23/2009 Comments - Final Completion will be issued pending TxDOT inspection and approval of vegetation establishment on RM 620. GEC finalizing close out change order for final quantities adjustment.

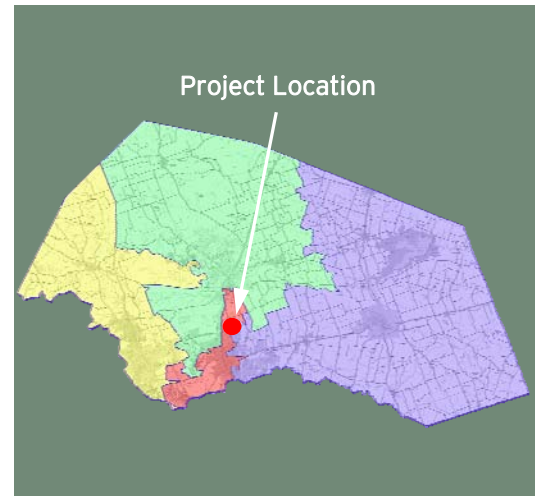
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/30/2008	11,869.20	11,869.20

2I: Differing Site Conditions. Additional safety needs (unforeseeable). Commissioner Birkman requested additional safety measures at the western HEB entrance to reduce the risk of accidents. Flexible Delineator Posts were therefore added to address the safety concerns. Twenty-eight (28) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/30/2008	-19,537.50	-7,668.30

1A: Design Error or Omission. Other. The proposed 18" RCP was changed to 24" RCP to match field conditions for the pipe extensions at Deep Wood Dr. 3: County Convenience. 3M: Other. Removes additional items that went with the In Pavement Lighting, which was removed from the Contract prior to Execution of the Contract Documents. 3L: Revising safety work/measures desired by the County. Upgrades the existing flashing beacon at the hike & bike trail crossing.

Adjusted Price = \$772,975.71



CR 111 (WESTINGHOUSE ROAD) (Hewlett Loop to FM 1460)

Project Length: 1.99 Miles
Roadway Classification: Minor Arterial
Roadway Section: Transitions from four-lane w/ center two-way turn lane on the west end to four-lane divided on the east end

Project Schedule: June 2008 - June 2010
Estimated Construction Cost: \$5.9 Million



FEBRUARY 2009 IN REVIEW

2/9/2009 - JC Evans is scheduled to close Park Central on 2/11/09 for the reconstruction at the tie-in to CR 111. JC Evans is continuing the undercut work from the beginning of the project to the City of Round Rock driveway. JC Evans is also continuing to work on forming and pouring driveways and the transitions into the inlets. JC Evans is currently working on topsoil through out the project on the north side of the roadway.

2/16/2009 - JC Evans is continuing the undercut work from the beginning of the project to the City of Round Rock driveway on both EB and WB sides. The GEC is working on finalizing the change order for the change from lime to undercut. JC Evans is also continuing to work on forming and pouring driveways and the transitions into the inlets.

2/23/2009 - JC Evans is scheduled to reopen Park Central by mid-week. They are scheduled to place the curb and gutter on 2/21/09 for the intersections. JC Evans is continuing to work on flex base at the west end of the project on both EB and WB sides, and from Scenic Lake to Sta 118+00. They are also working on the placement of the rip rap on the north side between CR 116 to just west of Park Central. The GEC is having the Contractor change the proposed CR 116 advance signs to match the new Rabbit Hill Rd sign that the City of Georgetown installed on 2/19/09.



Design Engineer: Huggins/Seiler & Associates
Contractor: J.C. Evans Construction
Construction Observation:
Benny Cloud, Williamson County

Williamson County
Road Bond Program

CR 111 - Westinghouse Rd. (Hewlett Loop to FM 1460)
Project No. 08WC608

Original Contract Price = \$5,864,053.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/15/2010		730	0	730

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2	\$0.00	\$0.00
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6	\$0.00	\$0.00
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	11	\$0.00	\$0.00
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	15	\$0.00	\$0.00
5	10/1/2008	10/31/08	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	19	\$0.00	\$0.00
6	11/1/2008	11/30/08	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	23	\$0.00	\$0.00
7	12/1/2008	12/31/08	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	27	\$0.00	\$0.00
8	1/1/2009	1/31/2009	31	\$85,656.15	\$2,548,359.24	\$4,508.22	\$134,124.17	45	32	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	09/23/2008	6,660.00	6,660.00

4D: Third Party Accommodation. Other. The Contractor installed permanent fencing along the ROW per an agreement made with the Property owner of Parcel 21 (NNP-Terra Vista, LP) and Williamson County prior to construction. The Contractor was also directed to install temporary fencing on Parcel 3 to keep the property owners cows off of the ROW.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/07/2008	100,144.67	106,804.67

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). The property owner agreed to donate the ROW in exchange for the work associated with this Change Order: the installation of steel sleeve encasements for future utilities, the upgrade of existing driveways, and the addition of new driveways.

Adjusted Price = \$5,970,858.61

PRECINCT 2

COMMISSIONER LONG

Under Construction / Bidding

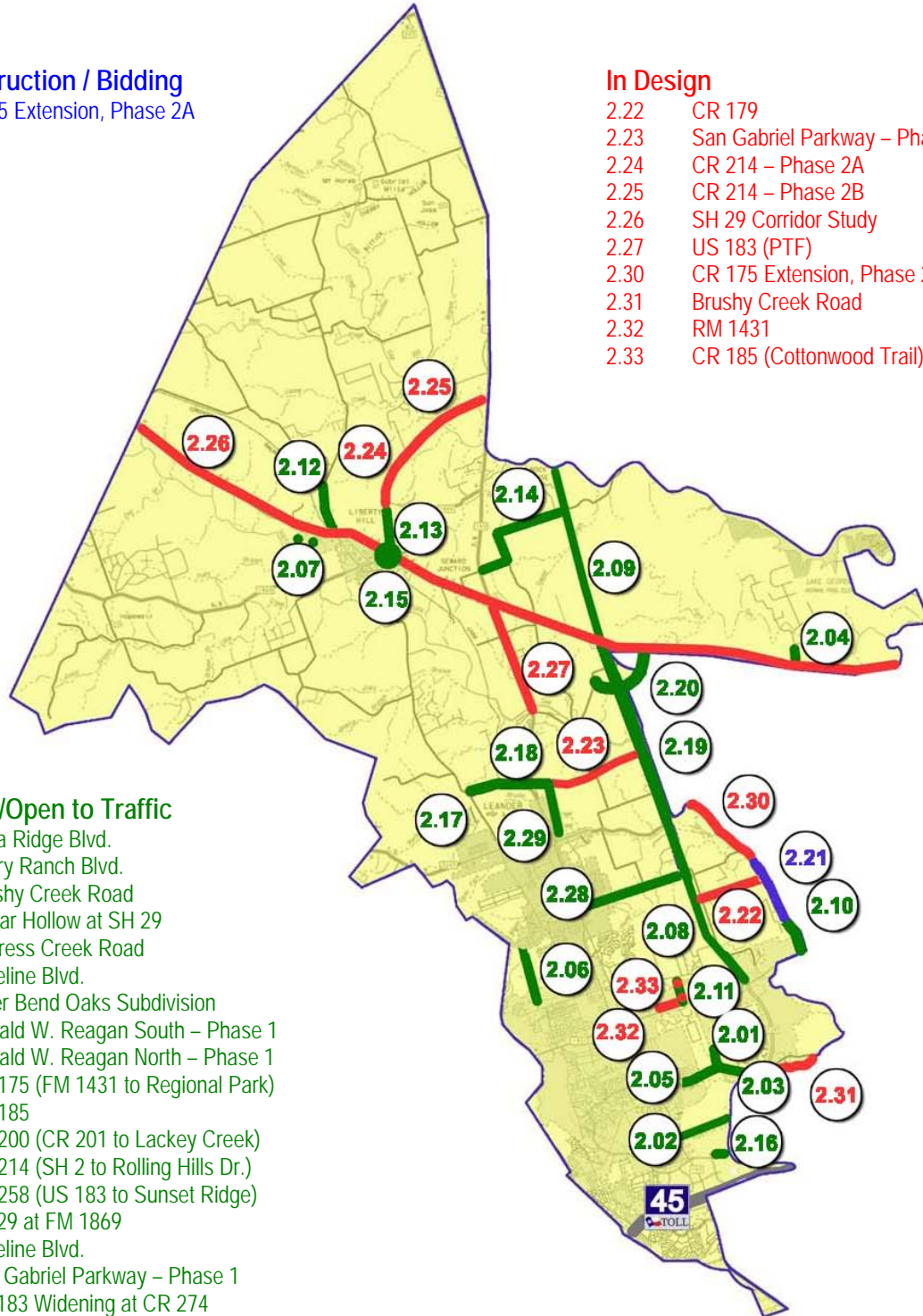
2.21 CR 175 Extension, Phase 2A

In Design

2.22 CR 179
 2.23 San Gabriel Parkway – Phase 2
 2.24 CR 214 – Phase 2A
 2.25 CR 214 – Phase 2B
 2.26 SH 29 Corridor Study
 2.27 US 183 (PTF)
 2.30 CR 175 Extension, Phase 2B
 2.31 Brushy Creek Road
 2.32 RM 1431
 2.33 CR 185 (Cottonwood Trail)

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
 2.02 Avery Ranch Blvd.
 2.03 Brushy Creek Road
 2.04 Cedar Hollow at SH 29
 2.05 Cypress Creek Road
 2.06 Lakeline Blvd.
 2.07 River Bend Oaks Subdivision
 2.08 Ronald W. Reagan South – Phase 1
 2.09 Ronald W. Reagan North – Phase 1
 2.10 CR 175 (FM 1431 to Regional Park)
 2.11 CR 185
 2.12 CR 200 (CR 201 to Lackey Creek)
 2.13 CR 214 (SH 2 to Rolling Hills Dr.)
 2.14 CR 258 (US 183 to Sunset Ridge)
 2.15 SH 29 at FM 1869
 2.16 Lakeline Blvd.
 2.17 San Gabriel Parkway – Phase 1
 2.18 US 183 Widening at CR 274
 2.19 Ronald W. Reagan South – Phase 2
 2.20 Kauffman Loop
 2.28 CR 272
 2.29 CR 273



San Gabriel Pkwy, Ph. 1 (Future Halsey Dr. to Future CR 273)
Project No. 05WC321

Original Contract Price = \$2,291,679.53

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/22/2005	7/12/2005	5/1/2006	5/8/2006	2/15/2007		244	39	283

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	5/8/2006	5/31/2006	24	\$424,768.73	\$424,768.73	\$47,196.53	\$47,196.53	19	8	\$0.00	\$0.00
2	6/1/2006	6/30/2006	30	\$138,345.52	\$563,114.25	\$15,371.72	\$62,568.25	25	19	\$0.00	\$0.00
3	7/1/2006	7/31/2006	31	\$279,550.44	\$842,664.69	\$31,061.16	\$93,629.41	38	30	\$0.00	\$0.00
4	8/1/2006	8/31/2006	31	\$228,153.27	\$1,070,817.96	\$25,350.36	\$118,979.77	48	41	\$0.00	\$0.00
5	9/1/2006	9/30/2006	30	\$249,149.78	\$1,319,967.74	\$27,683.31	\$146,663.08	59	52	\$0.00	\$0.00
6	10/1/2006	10/31/06	31	\$319,298.06	\$1,639,265.80	\$35,477.56	\$182,140.64	74	63	\$0.00	\$0.00
7	11/1/2006	11/30/06	30	\$377,676.64	\$2,016,942.44	\$41,964.08	\$224,104.72	91	73	\$0.00	\$0.00
8	12/1/2006	1/31/2007	62	\$35,795.41	\$2,052,737.85	\$3,977.26	\$228,081.98	92	95	\$0.00	\$0.00
9	2/1/2007	2/28/2007	15	\$47,813.82	\$2,100,551.67	\$5,312.65	\$233,394.63	94	100	\$0.00	\$0.00
10	3/1/2007	3/31/2007	N/A	\$186,715.71	\$2,287,267.38	\$-186,715.70	\$46,678.93	94	-	\$0.00	\$0.00

2/10/2009 Comments - HNTB issued a letter to JC Evans with items that need to be corrected concerning the Railroad Crossing. J.C. Evans has responded and HNTB is currently working to set up a meeting between HNTB, the County, J.C. Evans and Capital Metro. Final acceptance is pending resolution of the Railroad Crossing issues.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	03/21/2006	180,012.38	180,012.38

5E: Contractor Convenience. The project was let in July 2005. Due to delays with acquisition of easements for the project, construction was postponed for approximately 6 months. As a result of the extensive delays, the Contractor was unable to honor the original unit costs bid and awarded for selected contract items and requested revised contract prices for those items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	09/20/2006	2,719.00	182,731.38

1B: Design Error (Other) - Item of work in plans was not identified in original bid. New item is being added (valley gutter).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	02/23/2007	16,716.25	199,447.63

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). The section of Halsey Drive included in the project was widened and striping was added to match conditions on the existing Halsey Drive. 39 days were added to the contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	02/23/2007	12,377.65	211,825.28

1A: Design Error or Omission. Incorrect PS&E. The elevations at the existing railroad did not match those on the plans. Elevations were revised to meet field conditions, resulting in additional quantities. The vegetative watering quantity has been revised to meet the contract watering requirements. 3M: County Convenience. Other. County opted to revise the project limits in order to better coordinate the future work to be done at the US 183 intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	08/16/2007	0.00	211,825.28

5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion.

Adjusted Price = \$2,503,504.81

Ronald Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)
Project No. 05WC324

Original Contract Price = \$15,857,326.54

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/17/2005	9/27/2005	1/13/2006	1/23/2006	2/13/2008		540	212	752

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	11/1/2005	10/31/05	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0	\$0.00	\$0.00
2	12/1/2005	11/30/05	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0	\$0.00	\$0.00
3	1/1/2006	1/9/2006	9	\$750,735.00	\$929,356.20	\$83,415.00	\$103,261.80	7	1	\$0.00	\$0.00
4	2/1/2006	2/28/2006	28	\$444,184.20	\$1,373,540.40	\$49,353.80	\$152,615.60	11	5	\$0.00	\$0.00
5	3/1/2006	3/31/2006	31	\$291,523.10	\$1,665,063.50	\$32,391.46	\$185,007.06	13	9	\$0.00	\$0.00
6	4/1/2006	4/30/2006	30	\$399,662.07	\$2,064,725.57	\$44,406.89	\$229,413.95	17	13	\$0.00	\$0.00
7	5/1/2006	5/31/2006	31	\$655,292.34	\$2,720,017.91	\$72,810.26	\$302,224.21	22	17	\$0.00	\$0.00
8	6/1/2006	6/30/2006	30	\$455,018.26	\$3,175,036.17	\$50,557.59	\$352,781.80	25	21	\$0.00	\$0.00
9	7/1/2006	7/31/2006	31	\$40,437.00	\$3,215,473.17	\$4,493.00	\$357,274.80	26	25	\$0.00	\$0.00
10	8/1/2006	8/31/2006	31	\$285,902.35	\$3,501,375.52	\$31,766.92	\$389,041.72	27	29	\$0.00	\$0.00
11	9/1/2006	9/30/2006	30	\$528,814.84	\$4,030,190.36	\$58,757.21	\$447,798.93	32	33	\$0.00	\$0.00
12	10/1/2006	10/31/2006	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38	\$0.00	\$0.00
13	11/1/2006	11/30/2006	30	\$478,315.80	\$4,820,147.93	\$53,146.20	\$535,571.99	38	41	\$0.00	\$0.00
14	12/1/2006	3/31/2007	121	\$1,317,936.47	\$6,138,084.40	\$146,437.39	\$682,009.38	48	58	\$0.00	\$0.00
15	4/1/2007	4/30/2007	30	\$447,058.65	\$6,585,143.05	\$49,673.18	\$731,682.56	51	62	\$0.00	\$0.00
16	5/1/2007	5/31/2007	31	\$250,755.70	\$6,835,898.75	\$27,861.77	\$759,544.33	53	66	\$0.00	\$0.00
17	6/1/2007	7/31/2007	61	\$892,102.41	\$7,728,001.16	\$99,122.49	\$858,666.82	60	74	\$0.00	\$0.00
18	8/1/2007	8/31/2007	31	\$625,810.47	\$8,353,811.63	\$69,534.49	\$928,201.31	65	78	\$0.00	\$0.00
19	9/1/2007	9/30/2007	30	\$804,499.07	\$9,158,310.70	\$89,388.79	\$1,017,590.10	71	82	\$0.00	\$0.00
20	10/1/2007	10/31/07	31	\$1,258,832.28	\$10,417,142.98	\$-469,076.61	\$548,513.49	77	86	\$0.00	\$0.00
21	11/1/2007	11/30/07	30	\$785,594.47	\$11,202,737.45	\$41,347.08	\$589,860.57	83	90	\$0.00	\$0.00
22	12/1/2007	12/31/07	31	\$453,813.77	\$11,656,551.22	\$23,884.94	\$613,745.51	86	94	\$0.00	\$0.00
23	1/1/2008	1/31/2008	31	\$701,577.47	\$12,358,128.69	\$36,925.13	\$650,670.64	91	98	\$0.00	\$0.00
24	2/1/2008	2/13/2008	13	\$789,217.12	\$13,147,345.81	\$-381,980.87	\$268,689.77	94	100	\$0.00	\$0.00
25	3/1/2008	2/29/2008	N/A	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	-	\$0.00	\$0.00
26	4/1/2008	3/31/2008	N/A	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-	\$0.00	\$0.00
27	6/1/2008	5/31/2008	N/A	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-	\$0.00	\$0.00

2/23/2009 Comments - Ranger has completed all punch list items except the low water crossing and the chip seal on the south side of the South San Gabriel River.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	02/14/2006	-2,114,062.05	-2,114,062.05

3C - County Convenience. Implementation of a Value Engineering finding. Pavement design was changed to a 2.5" TY C HMA over a 15" Flexible Base section for the main lanes. Due to change in pavement design, excavation & embankment quantities were also revised.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	02/14/2006	-192,122.88	-2,306,184.93

3C - County Convenience. Implementation of a Value Engineering finding. As a result of the value engineering process, unit prices for the 6x3 and 7x3 box culvert items were adjusted as mutually agreed to by Williamson County and Ranger Excavating.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	05/18/2006	12,444.00	-2,293,740.93

2J - Differing Site Conditions (unforeseeable) (other). A residence within the ROW that was scheduled for demolition was found to have asbestos. Extra expenses were incurred by the Contractor for asbestos removal.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	07/11/2006	128,440.00	-2,165,300.93

6D. Untimely ROW/Utilities. Other. Steel encasement pipe for future waterline for the City of Leander added at sta. 227+10, sta. 241+70, sta. 262+00, sta. 262+10. Utility plans were not incorporated into PS&E at the time of letting.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	09/05/2006	111,179.80	-2,054,121.13

1A: Design error or Omission. Incorrect PS&E. Original plans did not account for the channel crossing at the proposed driveway location. A box culvert was added for the drainage design. 15 days were added to the contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	08/17/2006	8,493.37	-2,045,627.76

2C: New Development - Conditions changing after PS&E completed. 2D: Environmental Remediation. During the clearing and grubbing of ROW, two abandoned water wells and one abandoned septic tank were discovered and needed to be properly removed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	08/29/2006	59,041.60	-1,986,586.16

4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. 15 days were added to the contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	09/05/2006	218,894.00	-1,767,692.16
6D: Untimely ROW/Utilities. 6D-Other. Chisholm Trail waterline relocations were not incorporated into the plans prior to contract award. 30 days were added to the contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
09	02/07/2007	8,360.00	-1,759,332.16
4B: Third Party Accommodation - Third party requested work. The County and the property owner agreed to temporary fencing at the driveways and culvert locations to facilitate the construction of the roadway. This change order provides compensation to the property owner for installation of temporary special fencing around the easements, and its removal once the driveway and culvert construction is complete, allowing the permanent fencing to be installed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
10	03/27/2007	205,000.00	-1,554,332.16
3M: County Convenience. Other. The one-course surface treatment will be added due to the deletion of the 4.5" of Type B asphalt requested by Williamson County as part of the pavement design section revision.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
11	03/21/2007	10,577.00	-1,543,755.16
6C: Untimely ROW/Utilities. Utilities not Clear. The location of water lines on the plans did not match actual field conditions. Additional effort was required to perform exploratory work and additional water line relocations.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
12	04/20/2007	2,530.00	-1,541,225.16
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). New fencing was added for the drainage easement on the north and south sides of Hwy 29 for the stock pass extension.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
13	07/05/2007	-12,050.34	-1,553,275.50
4B: Third Party Accommodation. Third Party requested work. Realigned driveway to avoid taking out unnecessary trees on the Lamb property. 6D: Untimely ROW/Utilities. Other. Move Densford's driveway back to CL Sta. of 279+00 to avoid power pole in the proposed driveway location of Sta. 280+00.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
14	07/12/2007	81,502.00	-1,471,773.50
4B: Third Party Accommodation. Third Party requested work. Installation of steel sleeves for future utilities at property owner's request, per terms of the real estate contract agreement. Twenty-five (25) days were added to the project schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
15	09/17/2007	4,010.38	-1,467,763.12
4B: Third Party Accommodation. Third party requested work. Driveways relocated and a drainage pipe added to one location. Twenty (20) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
16	08/15/2007	29,117.00	-1,438,646.12
2J: Differing Site Conditions. Other. Existing groundwater within the strata below the proposed roadway is resulting in soft subgrade conditions. A geotechnical investigation was completed to assess the problem and a rock filter system was developed to mitigate the groundwater problem. This change order provides compensation for the extra time and work associated with the revision. Ninety-three (93) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
17	10/31/2007	7,424.20	-1,431,221.92
1B: Design Error or Emission. Other. Metal Beam Guard Fence transitions were not included as a bid item even though they show to be installed on plans. This change order provides payment for the transitions. 2E: Differing Site Conditions. Miscellaneous Difference in Site Conditions. In order to construct certain driveways, a small amount of fencing was removed while various amounts of temporary and permanent fencing will need to be installed. Five (5) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
18	11/19/2007	0.00	-1,431,221.92
5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
19	01/08/2008	15,628.50	-1,415,593.42
1B: Design Error or Emission. Other. Signal layout information for FM 2243 intersection was excluded from plans. Contractor had to remove and replace existing traffic detectors and pull boxes in order to construct a portion of roadway. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
20	01/30/2008	24,887.96	-1,390,705.46
2J: Differing Site Conditions. Other. This change order provides compensation for the extra time and work associated with revisions to mitigate the groundwater problem in the northbound lanes of Reagan Blvd, following the same strategy developed for the southbound lanes of Reagan Blvd under Change Order No. 16.			
4B: Third Party Accommodation. Third Party Requested Work. Provides compensation for the removal of entrance walls and capping gate columns on the Fisher property. 3F: County Convenience. Additional work required by the County. Provides compensation for removal of Parmer Ln sign at the intersection of Reagan Blvd and RM 2243. Seven (7) days were added to the Contract schedule.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
21	01/29/2008	106,465.66	-1,284,239.80

2J: Differing Site Conditions. Other. Change Order #16 (attached) added ninety-three (93) days to the Contract schedule. The change in the Contract schedule delayed the Contractor's planned paving schedule. As a result of the delay, the Contractor was unable to hold the bid prices for asphalt materials. This Change Order provides for a fair and equitable price increase for asphalt material items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
22	07/08/2008	8,930.00	-1,275,309.80

3M: County Convenience. Other. Property owner's fence was located in the middle of the new ditch line. To prevent future damage to the fence, it was moved into the County's ROW and a water gap was installed. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions. In order to maintain the proper slope at certain driveways, the Contractor demoed SET's and extended driveway pipes to accommodate wider driveways.

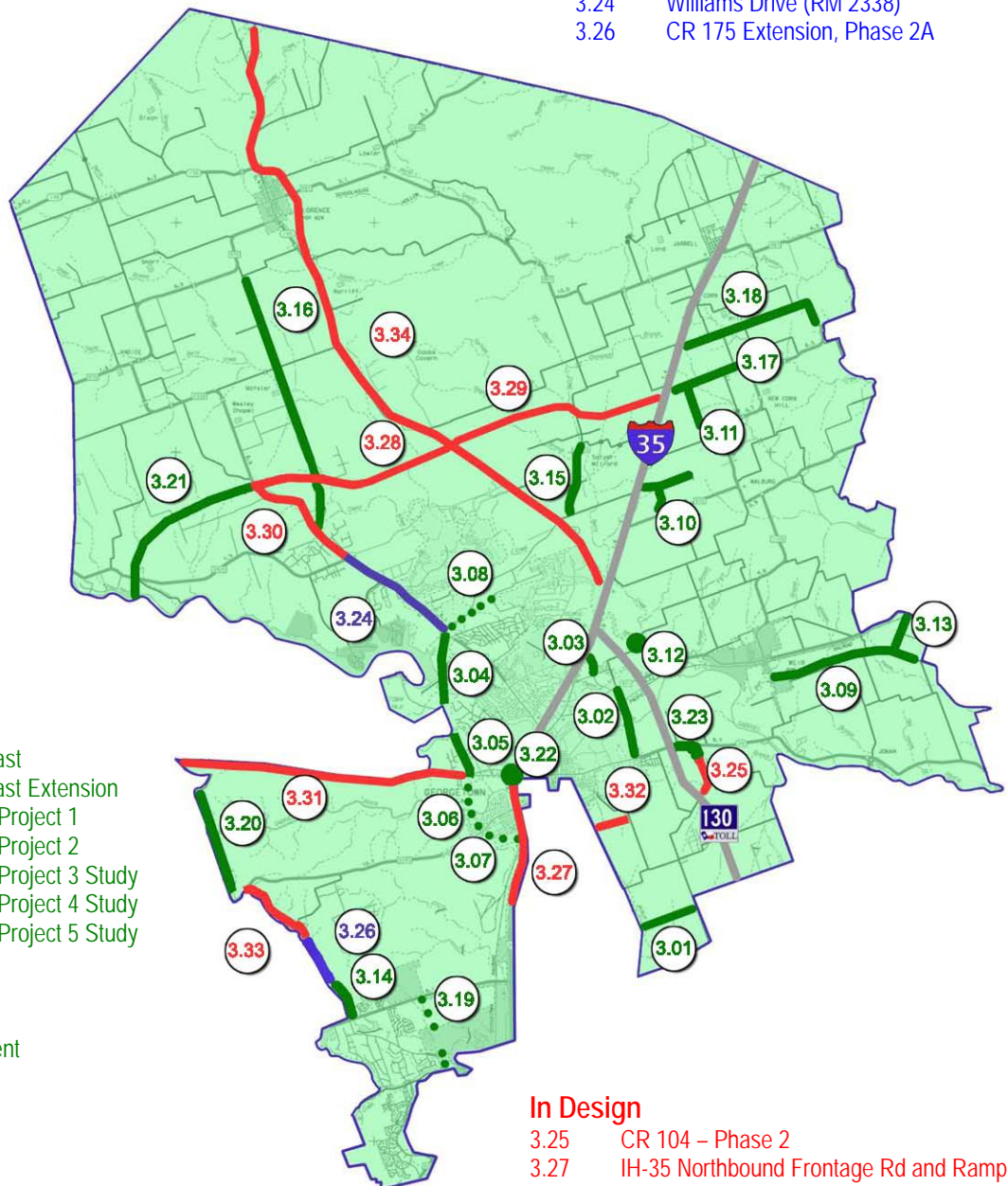
Adjusted Price = \$14,582,016.74

PRECINCT 3

COMMISSIONER COVEY

Under Construction / Bidding

- 3.24 Williams Drive (RM 2338)
- 3.26 CR 175 Extension, Phase 2A



Completed/Open to Traffic

- 3.01 Chandler Rd. – Phase 1
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.19 Wyoming Springs North – Study
- 3.20 Ronald W. Reagan South Phase 2
- 3.21 Ronald W. Reagan North Phase 2
- 3.23 SH 29/CR 104 – Phase 1
- 3.22 IH-35 @ SH 29 Turnarounds (PTF)

In Design

- 3.25 CR 104 – Phase 2
- 3.27 IH-35 Northbound Frontage Rd and Ramps
- 3.28 Ronald W. Reagan North Phase 3
- 3.29 Ronald W. Reagan North Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Corridor Study
- 3.32 Georgetown SE Inner Loop Widening
- 3.33 CR 175 Extension, Phase 2B
- 3.34 SH 195 ROW and Utilities

Ronald Reagan Blvd North, Ph. 2 (FM 3405 to RM 2338)
Project No. 07WC502

Original Contract Price = \$9,757,296.99

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/1/2006	11/28/2006	3/7/2007	3/12/2007	5/23/2008		450	0	450

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/12/2007	3/31/2007	20	\$356,220.00	\$356,220.00	\$39,580.00	\$39,580.00	4	4	\$0.00	\$0.00
2	4/1/2007	4/30/2007	30	\$607,947.95	\$964,167.95	\$67,549.77	\$107,129.77	11	11	\$0.00	\$0.00
3	5/1/2007	5/31/2007	31	\$250,364.38	\$1,214,532.33	\$27,818.27	\$134,948.04	14	18	\$0.00	\$0.00
4	6/1/2007	6/30/2007	30	\$524,013.80	\$1,738,546.13	\$58,223.75	\$193,171.79	20	25	\$0.00	\$0.00
5	7/1/2007	7/31/2007	31	\$256,470.21	\$1,995,016.34	\$28,496.69	\$221,668.48	23	32	\$0.00	\$0.00
6	8/1/2007	8/31/2007	31	\$675,412.47	\$2,670,428.81	\$75,045.83	\$296,714.31	30	38	\$0.00	\$0.00
7	9/1/2007	9/30/2007	30	\$975,098.54	\$3,645,527.35	\$108,344.28	\$405,058.59	41	45	\$0.00	\$0.00
8	10/1/2007	10/31/07	31	\$1,034,884.68	\$4,680,412.03	\$114,987.19	\$520,045.78	53	52	\$0.00	\$0.00
9	11/1/2007	11/30/07	30	\$897,356.66	\$5,577,768.69	\$99,706.30	\$619,752.08	63	59	\$0.00	\$0.00
10	12/1/2007	12/31/07	31	\$491,751.45	\$6,069,520.14	\$-300,303.65	\$319,448.43	65	66	\$0.00	\$0.00
11	1/1/2008	1/31/2008	31	\$600,627.39	\$6,670,147.53	\$31,611.97	\$351,060.40	72	72	\$0.00	\$0.00
12	2/1/2008	2/29/2008	29	\$933,260.56	\$7,603,408.09	\$49,118.97	\$400,179.37	82	79	\$0.00	\$0.00
13	3/1/2008	3/31/2008	31	\$534,479.40	\$8,137,887.49	\$28,130.50	\$428,309.87	88	86	\$0.00	\$0.00
14	4/1/2008	4/30/2008	30	\$505,128.78	\$8,643,016.27	\$26,585.72	\$454,895.59	93	92	\$0.00	\$0.00
15	5/1/2008	5/23/2008	23	\$123,657.52	\$8,766,673.79	\$6,508.29	\$461,403.88	94	98	\$0.00	\$0.00
16	6/1/2008	5/31/2008	N/A	\$114,594.93	\$8,881,268.72	\$6,031.32	\$467,435.20	103	-	\$0.00	\$0.00
17	7/1/2008	6/30/2008	N/A	\$326,467.91	\$9,207,736.63	\$-279,522.21	\$187,912.99	103	-	\$0.00	\$0.00

2/23/2009 Comments - Final project acceptance is on hold pending the establishment of vegetation.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	05/25/2007	24,640.00	24,640.00

4D: Third Party Accommodation. Other. Item added as obligation to Seller (property owner) by Purchaser (Williamson County) in Real Estate Contract to furnish and install pipe sleeves of sufficient size to contain utility lines across property from North to South. Real estate contract provision was inadvertently left out of the contract as a bid item.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	08/10/2007	-5,041.39	19,598.61

4B: Third Party Accommodation. Third Party Requested Work. The County agreed to property owner's request to eliminate construction of the proposed cul-de-sac at CR 248 and construct a driveway for access into the property. This change order will add and adjust bid item quantities associated with the construction changes in this area.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	08/10/2007	8,420.00	28,018.61

4D: Third Party Accommodation. Other. Item added as obligated to Seller (Elvin and Donna Hall - property owner Parcel 23) by Purchaser (Williamson County) on Real Estate Contract to construct driveway at Station 746 RT. The change order will reflect the additional cost for construction of this drive using existing contract items and unit rates.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	08/28/2007	28,133.90	56,152.51

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3D: County Convenience. Achievement of an early project completion. The County agreed to Contractor's request to modify the construction strategy at the FM 3405 intersection. This change order accounts for the extra work associated with the revised construction strategy.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	01/14/2008	11,623.50	67,776.01

4B: Third Party Accommodation. Third party requested work. Williamson County agreed to accommodate a property owner's request to construct an additional driveway which allows access from the Thomlinson Family property (Parcel 38) to Ronald Reagan Blvd.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	12/11/2007	289,372.00	357,148.01

4B: Third Party Accommodation. Third party requested work. 6C: Untimely ROW/Utilities. Utilities not clear. The County agreed to Chisholm Trail Utility District's request for assistance with the relocation of their 18" water line that conflicts with construction of intersection at FM 3405. This change order will add bid item quantities associated with the relocation of the water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	07/31/2008	-718,831.29	-361,683.28

3H: County Convenience. Cost savings opportunity discovered during construction. The ultimate alignment for the Reagan Blvd / RM 2338 intersection will be constructed as part of the Reagan North, Ph. 3 project. Rather than construct the interim intersection as originally planned, the County opted for a simpler tie-in which reduced the amount of new construction to be removed during the Reagan North, Ph. 3 construction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	10/30/2008	22,536.50	-339,146.78

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). The County agreed to Contractor's request to modify the construction strategy at the FM 3405 (via CO #4) and CR 289 intersections (via RFI #15). This change order accounts for the extra work associated with the revised construction strategy at CR 289, as well as extra quantities associated with unexpected field conditions at FM 3405 to create a smooth tie-in.

Adjusted Price = \$9,418,150.21

PASS THROUGH FINANCING: IH-35 at SH 29 (Turnaround Structures)
Wilco Project No. 07WC513 TxDOT CSJ: 015-08-122

Original Contract Price = \$3,673,982.79

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/25/2007	8/7/2007	9/28/2007	10/29/2007	8/25/2008		209	3	212

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	10/29/2007	10/31/2007	3	\$296,803.30	\$296,803.30	\$0.00	\$0.00	8	1	\$0.00	\$0.00
2	11/1/2007	11/30/07	19	\$430,321.76	\$727,125.06	\$0.00	\$0.00	20	10	\$0.00	\$0.00
3	12/1/2007	12/31/07	18	\$238,722.18	\$965,847.24	\$0.00	\$0.00	26	19	\$0.00	\$0.00
4	1/1/2008	1/31/2008	22	\$655,758.48	\$1,621,605.72	\$0.00	\$0.00	44	29	\$0.00	\$0.00
5	2/1/2008	2/29/2008	21	\$419,178.90	\$2,040,784.62	\$0.00	\$0.00	56	39	\$0.00	\$0.00
6	3/1/2008	3/31/2008	21	\$221,080.63	\$2,261,865.25	\$0.00	\$0.00	62	49	\$0.00	\$0.00
7	4/1/2008	4/30/2008	22	\$292,046.55	\$2,553,911.80	\$0.00	\$0.00	70	59	\$0.00	\$0.00
8	5/1/2008	5/31/2008	21	\$112,337.87	\$2,666,249.67	\$0.00	\$0.00	73	69	\$0.00	\$0.00
9	6/1/2008	6/30/2008	21	\$129,096.35	\$2,795,346.02	\$0.00	\$0.00	76	79	\$0.00	\$0.00
10	7/1/2008	7/31/2008	22	\$259,428.07	\$3,054,774.09	\$0.00	\$0.00	83	90	\$0.00	\$0.00
11	8/1/2008	8/31/2008	18	\$479,658.20	\$3,534,432.29	\$0.00	\$0.00	96	98	\$0.00	\$0.00
12	9/1/2008	9/30/2008	N/A	\$37,186.78	\$3,571,619.07	\$0.00	\$0.00	97	-	\$0.00	\$0.00
13	10/1/2008	10/31/08	N/A	\$7,302.45	\$3,578,921.52	\$0.00	\$0.00	97	-	\$0.00	\$0.00
14	11/1/2008	11/30/08	N/A	\$3,562.34	\$3,582,483.86	\$0.00	\$0.00	98	-	\$0.00	\$0.00

2/23/2009 Comments - Final project acceptance is on hold pending the establishment of vegetation.

1/26/2009 Comments - The Contractor continues watering for establishment of vegetation on the project. Final project acceptance is on hold pending the establishment of vegetation.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	12/06/2007	25,000.00	25,000.00

3F: County Convenience. Additional work desired by the County. Revising safety work/measures desired by the County. This change order establishes an item to pay for off duty police and their vehicles that are required to work in lane closures according General Note to Item 502. Payment will be made based on invoices submitted by the Contractor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	12/06/2007	750.00	25,750.00

3F: County Convenience. Additional work desired by the County. This change order establishes an item to pay for Drill Shaft cores according to Item 416.5C

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	02/07/2008	-52,500.00	-26,750.00

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. The work item for Portable Concrete Traffic Barrier (CTB) is being revised, at the Contractor's request, from being furnished by the Contractor to being furnished from a TXDOT stockpile.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	02/18/2008	-4,434.15	-31,184.15

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. The Contractor requested and received permission from the Design Engineer and TxDOT to delete the epoxy coating on the rebar for the bridge slabs. This Change Order credits the County for the deletion of the epoxy coating.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	03/27/2008	0.00	-31,184.15

4D: Third Party Accommodation. Other. 5E: Contractor Convenience. Other. This change order adds three (3) working days to the contract to account for time charged between Christmas and New Years holidays. TxDOT regulations restricted work on state roads during this time period.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	07/16/2008	20,000.00	-11,184.15

2E: Differing Site Conditions. Miscellaneous differences in sight conditions (unforeseeable). This change order sets up a force account for \$20,000.00 to remove and replace coping on retaining wall 6 due to a redesign of the roadway and retaining wall profile.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	05/14/2008	10,000.00	-1,184.15

3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	10/01/2008	-5,592.10	-6,776.25

3L: County Convenience. Revising safety work/measures desired by the County. This change order deletes work on the guard rail that is attached to the existing SH 29 bridge, as approved by TXDOT, and installs a crash cushion and guard rail at NBSB Sta. 15+60 at the end of wall 7.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
09	10/01/2008	18,998.55	12,222.30

3L: County Convenience. Revising safety work/measures desired by the County. This change order pays the Contractor to place PCTB which protects the work zone and allows the Contractor to perform excavation adjacent to IH 35, relocate an illumination pole, and replace conduit in the excavated area that fed the illumination assemblies.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
10	10/30/2008	-39,812.00	-27,589.70

1B: Design Error or Omission. Incorrect PS&E. This change order decreases the retaining wall Plan Quantity square footage due a revision in the height of the wall at the Abutments.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
11	10/30/2008	4,200.00	-23,389.70

3E: County Convenience. Reduction of future maintenance. This change order adds rock berms to the contract to control erosion at the backless inlets.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
12	10/30/2008	5,159.00	-18,230.70

3F: County Convenience. Additional work desired by County. This change order pays the contractor to construct a drill shaft foundation, provide and install an illumination pole to be used as a mount for a future for the traffic counting device.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
13	02/18/2009	-20,537.75	-38,768.45

3G: County Convenience. Compliance requirements of new laws and/or policies. This change order deducts the cost for project testing performed from May, 2008 to August, 2008 from the contract. Project testing was initially the responsibility of the Contractor, but after further review of TxDOT standards, was changed to the County's responsibility during the project.

Adjusted Price = \$3,635,214.34

SH 29 / CR 104, Ph. 1 Improvements
Project No. 08WC602

Original Contract Price = \$1,977,963.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/16/2008	1/29/2008	2/15/2008	3/1/2008	7/28/2008		150	0	150

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/1/2008	3/31/2008	31	\$430,637.70	\$430,637.70	\$0.00	\$0.00	22	21	\$0.00	\$0.00
2	4/1/2008	4/30/2008	30	\$295,203.00	\$725,840.70	\$0.00	\$0.00	37	41	\$0.00	\$0.00
3	5/1/2008	5/31/2008	31	\$306,661.50	\$1,032,502.20	\$0.00	\$0.00	52	61	\$0.00	\$0.00
4	6/1/2008	6/30/2008	30	\$803,127.78	\$1,835,629.98	\$0.00	\$0.00	92	81	\$0.00	\$0.00
5	7/1/2008	8/31/2008	28	\$45,171.89	\$1,880,801.87	\$0.00	\$0.00	95	100	\$0.00	\$0.00
6	9/1/2008	9/30/2008	N/A	\$12,696.30	\$1,893,498.17	\$0.00	\$0.00	95	-	\$0.00	\$0.00

2/23/2009 Comments - Final project acceptance is on hold pending the establishment of vegetation.

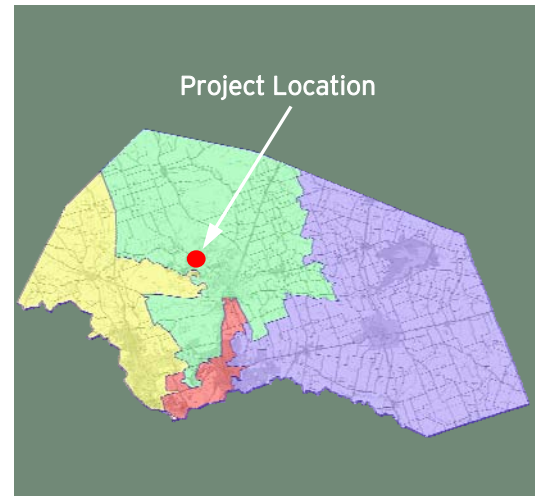
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	07/08/2008	10,000.00	10,000.00

3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	08/13/2008	4,550.00	14,550.00

2: Differing Site Conditions (unforeseeable). 2G: Unadjusted Utility. This change order will provide payment for adjustment of valve risers located behind the curb on CR 104, over existing Jonah water line. 2E: Miscellaneous difference in site conditions. This change order will also pay the Contractor to modify Driveway #10 to address a drainage problem located behind the curb located on the south end of CR 104. 2I: Additional safety needs. The change order will pay for removal and relocation of mailboxes on the north side of SH 29 (requested by the rural postal carrier).

Adjusted Price = \$1,992,513.60



Williams Drive

(DB Wood Road to FM 3405)

Project Length: 3.4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane w/ center two-way turn lane and shoulders

Structures: None

Project Schedule: March 2009 - October 2010

Estimated Construction Cost: \$11.5 Million



FEBRUARY 2009 IN REVIEW

2/9/2009 - The recommendation for award to JC Evans, supported by concurrence from the City of Georgetown and CTSUD, who has accepted the betterment, was approved on 1/20/09. Concurrence from TxDOT and FHWA was received on 2/9/09. Letter of Award and contracts were issued to JC Evans on 2/10/09 for execution.

2/23/2009 - A Groundbreaking Ceremony was held on 2/19/09. The PreConstruction Meeting is scheduled for 2/27/09 at 10:00 AM. Signed Contracts have been received from JC Evans and have been executed by Judge Gattis.



Design Engineer: KBR
Contractor: J.C. Evans Construction
Construction Inspection: PBS&J

Williamson County
Road Bond Program

Williams Drive (DB Wood Rd to FM 3405)
Project No. 09WC706

Original Contract Price = \$11,464,068.41

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/17/2008	1/20/2009	3/2/2009	3/16/2009	10/6/2010		570	0	570

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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Adjusted Price = \$11,464,068.41

PRECINCT 4

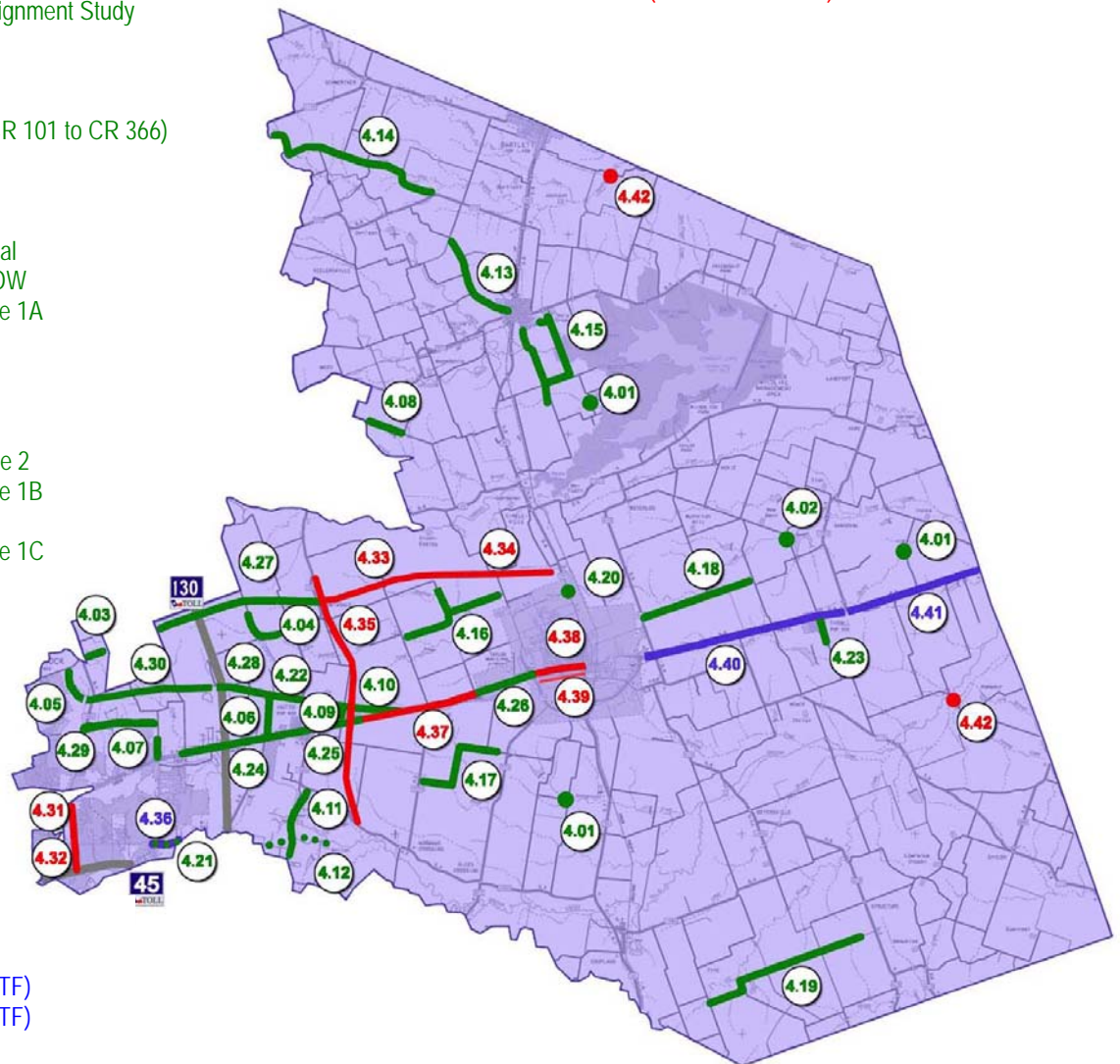
COMMISSIONER MORRISON

Completed/Open to Traffic

- 4.01 Bridge Replacements Phase 1
(CR 406, CR 390, CR 427)
- 4.02 Bridge Replacements Ph. 2A (CR 424)
- 4.03 Chandler Rd. – Phase 1
- 4.04 CR 100
- 4.05 CR 112 – Phase 1
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136
- 4.11 CR 137
- 4.12 CR 138 & CR 139 Alignment Study
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 37 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop – Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 – Section 1
- 4.25 US 79 – Section 2
- 4.26 US 79 – Section 3A
- 4.27 Chandler Rd. – Phase 2
- 4.28 Limmer Loop – Phase 1B
- 4.29 CR 113
- 4.30 Limmer Loop – Phase 1C

In Design

- 4.31 Arterial A – Phase 1
- 4.32 Arterial A – Phase 2
- 4.33 Chandler Rd. – Phase 3A
- 4.34 Chandler Rd. – Phase 3B
- 4.35 FM 1660 (PTF)
- 4.37 US 79 Section 3 (PTF)
- 4.38 BUS 79/2nd Street Improvements
- 4.39 BUS 79 Drainage Improvements
- 4.42 Bridge Replacements Phase 2B
(CR 351 & CR 434)



Under Construction

- 4.36 Gattis School Road
- 4.41 US 79 Section 5B (PTF)
- 4.40 US 79 Section 5A (PTF)

Limmer Loop, Ph. 1C (CR 110 to SH 130)
Project No. 08WC603

Original Contract Price = \$1,504,753.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/6/2008	2/19/2008	4/21/2008	4/30/2008	10/2/2008		210	0	210

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	4/30/2008	4/30/2008	1	\$120,168.90	\$120,168.90	\$13,352.10	\$13,352.10	9	0	\$0.00	\$0.00
2	5/1/2008	5/31/2008	31	\$201,787.20	\$321,956.10	\$22,420.80	\$35,772.90	24	15	\$0.00	\$0.00
3	6/1/2008	6/30/2008	30	\$211,777.20	\$533,733.30	\$23,530.80	\$59,303.70	39	30	\$0.00	\$0.00
4	7/1/2008	7/31/2008	31	\$265,662.00	\$799,395.30	\$29,518.00	\$88,821.70	59	44	\$0.00	\$0.00
5	8/1/2008	9/30/2008	61	\$585,041.28	\$1,384,436.58	\$65,004.59	\$153,826.29	96	73	\$0.00	\$0.00
6	10/1/2008	10/31/08	2	\$123,061.03	\$1,507,497.61	\$-123,061.03	\$30,765.26	96	74	\$0.00	\$0.00

2/23/2009 Comments - Final project acceptance is on hold pending the establishment of vegetation.

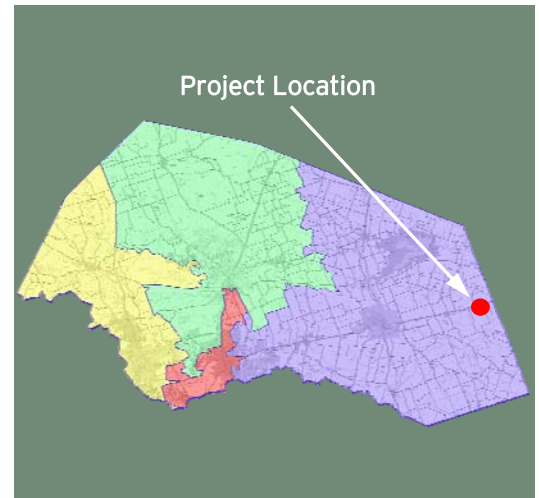
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/17/2008	17,888.18	17,888.18

3: County Convenience. 3F: Additional work desired by the County. This change order will provide payment for construction of an additional driveway on the 1B section of Limmer Loop, located on the SH 130 Frontage Road - Sta 34+38. 3I: Implementation of improved technology or better process. This change order will provide payment for a combined seed mix that the Contractor will place in lieu of two seeding operations to obtain both permanent and temporary cool weather grass coverage. 1A: Design Error or Omission. Incorrect PS&E. This change order will provide payment for construction of two concrete drives in lieu of asphalt as indicated in the plans at Sta 53+21 (RT) and Sta 54+82 (RT).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/28/2008	80,498.92	98,387.10

3: County Convenience. 3L: Revising safety work/measures desired by the County. 3D: Achievement of an early project completion. This change order provides payment for adjustment to width of roadway and construction to accommodate a continuous two way turn lane on the west end of project from CR 110 to the school entrance as directed by the County. This change order also accounts for additional costs incurred by the Contractor to accelerate road construction on the west end of the project in order to have the road open prior to the beginning of the school year.

Adjusted Price = \$1,603,140.70



PASS THROUGH FINANCING PROJECT US 79, SECTION 5B

(East of FM 1063 to Milam County Line)

Project Length: 4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culvert

Project Schedule: July 2008 - June 2010

Estimated Construction Cost: \$17 Million



FEBRUARY 2009 IN REVIEW

2/9/2009 - JC Evans is beginning preparations for the final section of subgrade on the east end of project for the proposed westbound lanes. The first lift of flex base is being processed and JC Evans continues with placement of the second lift, starting from the west end of project. Concrete was poured for the walls and formwork continues on the cast in place culvert #10. Implementation of the traffic switch for Phase I Stage 1 Step 2 on the east end of project near Thorndale was completed on 2/04/08. Formwork for the extension of culvert #11 is scheduled to begin on Thursday, 2/12/09.

2/16/2009 - Preparation of ROW and embanking began on the east end of project for the area around culvert #11. Formwork for the deck continues on the cast-in-place culvert #10 and concrete was poured for the headwall on culvert #4.

2/23/2009 - JC Evans continues processing the second lift and began the third lift of flex base for the proposed westbound lanes, starting from the west end of project. The Contractor is beginning construction of the temporary retaining wall and continue with embankment on the East end of project for area around culvert #11. Begin formwork for the headwall and wings on culvert #5 and #7. Grading continues on the median ditch and north ditch at various locations throughout the project.



Design Engineer: LAN
Contractor: J.C. Evans Construction
Construction Inspection: Huitt~Zollars

Williamson County
Pass Through Financing Program



PASS THROUGH FINANCING: US 79, Section 5B (FM 1063 to Milam County Line)**Project No. 08WC607 TxDOT CSJ: 0204-04-042**

Original Contract Price = \$16,986,053.49

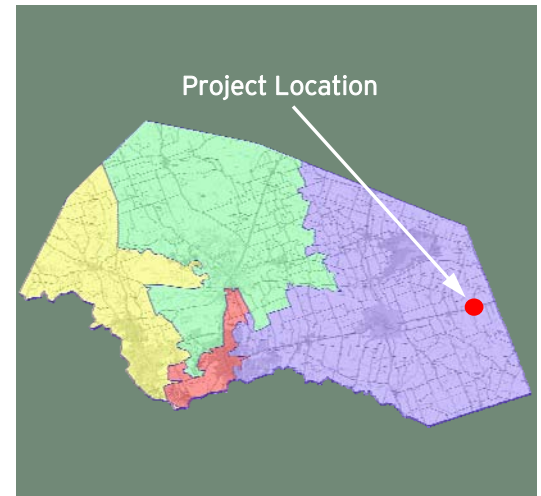
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/2008	4/29/2008	7/11/2008	7/23/2008	6/28/2010		499	0	499

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	7/23/2008	7/30/2008	8	\$57,547.25	\$57,547.25	\$0.00	\$0.00	0	2	\$0.00	\$0.00
2	8/1/2008	8/23/2008	23	\$1,486,551.50	\$1,544,098.75	\$0.00	\$0.00	9	6	\$0.00	\$0.00
3	9/1/2008	9/24/2008	24	\$321,941.62	\$1,866,040.37	\$0.00	\$0.00	11	11	\$0.00	\$0.00
4	10/1/2008	10/23/08	23	\$308,687.50	\$2,174,727.87	\$0.00	\$0.00	13	16	\$0.00	\$0.00
5	11/1/2008	11/20/08	20	\$473,119.00	\$2,647,846.87	\$0.00	\$0.00	16	20	\$0.00	\$0.00
6	12/1/2008	12/24/08	24	\$147,566.05	\$2,795,412.92	\$0.00	\$0.00	16	24	\$0.00	\$0.00
7	1/1/2009	1/26/2009	26	\$502,757.37	\$3,298,170.29	\$0.00	\$0.00	19	30	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
1	01/23/2009	25,000.00	25,000.00

3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project. 1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #48 from 467-2303 SET (TY II)(24 IN)(CMP)(6:1)(P) to 467-2288 SET (TY II)(24 IN)(RCP)(6:1)(P).

Adjusted Price = \$17,011,053.49



PASS THROUGH FINANCING PROJECT US 79, SECTION 5A

(East of Taylor to FM 1063)

Project Length: 6.1 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culverts

Project Schedule: January 2009 - May 2011

Estimated Construction Cost: \$20 Million



FEBRUARY 2009 IN REVIEW

2/9/2009 - Hunter continues to prepare ROW, stockpile topsoil, and excavate & embank subgrade starting from the east end of project for the proposed westbound lanes. The installation of the drainage structure in the future median at FM 1063 was completed on 2/06/09. Lime treatment of completed sections of subgrade is scheduled to begin on Tuesday, 2/10/09 east of Thrall.

2/16/2009 - Hunter began treating the subgrade with lime between CR 421 and FM 1063 on the east end of the project. Drainage pipes are being installed at various driveway locations. Drainage work is scheduled to begin in Thrall on Tuesday, 2/17/09.

2/23/2009 - Hunter continues ROW prep, stockpiling topsoil, and excavating & embanking subgrade between FM 619 and CR 421 on the proposed westbound lanes. The section of lime treated subgrade located from FM 1063 to Thrall is being mixed for the second time and drainage pipes are being installed at various driveway locations. Culvert drainage structure "J" crossing US 79 located west of Thrall has been installed. The water line relocation began last week.



Design Engineer: Jacobs
Contractor: Hunter Industries
Construction Inspection: Huitt~Zollars

Williamson County
Pass Through Financing Program



PRIME
STRATEGIES,
INC.

PASS THROUGH FINANCING: US 79, Section 5A (East of Taylor to FM 1063)
Project No. 08WC619 TxDOT CSJ: 0204-04-040

Original Contract Price = \$20,021,693.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/20/2011		593	0	593

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	1/27/2009	1/30/2009	4	\$1,072,701.94	\$1,072,701.94	\$0.00	\$0.00	5	1	\$0.00	\$0.00

Adjusted Price = \$20,021,693.92

Project Budget Transfer of 2006 Road Bond Right of Way Project
Commissioners Court - Regular Session

Date: 03/03/2009
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 a total amount of \$577,345.50 P180 Right of Way Project distributed to the following projects: P157 (CR111/Westinghouse Rd) \$284,801.50, P175 (Chandler Road) \$230,281.00 and P176 (Limmer Loop) \$62,263.00 with accordance to right of way expenditures that occurred between September 1, 2008 to December 31, 2008.

Background

P180 Right of Way Project was set up for the 2006 Road Bond right of way purchases. The purpose of the project is to cover right of way purchases which fluctuate from project to project which make it difficult to estimate in each roadway budget. Quarterly, the right of way purchases and funds are re-allocated to the proper project.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Right of Way Invoices Sep 08 to Dec 08](#)

Form Routing/Status

Form Started By: Pam Navarrette Started On: 02/20/2009 04:05 PM
Final Approval Date: 02/24/2009

P180 2006 ROAD RIGHT OF WAY EXPENDITURES THROUGH FEBRUARY 20, 2009

GL Period	Exp. Item Date	Task	Vendor Name	Project	Check #	Cost	Exp Comment
OCT-2008	30-Sep-08 2.3		EDWARD H VOLEK	P176	298314	\$25,000.00	1.317 AC & 0.560 AC & 0.086 AC OUT OF AARON ARMSTRONG SURVEY ABS 26
OCT-2008	30-Sep-08 2.3		PAMELA LONGTON	P176	298587	\$37,263.00	1.317 AC & 0.560 AC & 0.086 AC OUT OF AARON ARMSTRONG SURVEY ABS 26
OCT-2008	30-Sep-08 2.3		TEXAS AMERICAN TITLE CO	P175	298521	\$3,153.35	CHANDLER IIIB RANDIG/PARCEL 34, 0.079 ACRE TRACT, BAKER SURVEY ABS NO 65 WILLCO
SEP-2008	30-Sep-08 2.3		NONE AVAILABLE	P175	298522	\$227,127.65	TX AMERICAN TITLE HAGN/PARCEL 38 10.888 BAKER SVY AB 65
DEC-2008	2-Dec-08 2.3		TEXAS AMERICAN TITLE CO	P157	302719	\$284,801.50	2.327 AC OUT OF THE BARNEY LOW SURVEY ABS NO 385
						<u>\$577,345.50</u>	

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-9877 • fax 512-255-8986

V# 23063
cedar Park
P180
2006R
2.3
Row

Request for Check

Project Name: WMCO Bonds Westinghouse Rd.-Hullum

Legal description:

2.327 AC out of the Barney Low Survey Abs. No. 385

Name on Check:
Texas American Title

← Pay

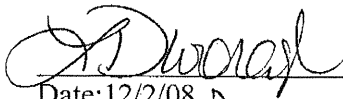
SSN#:
74-2771227

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

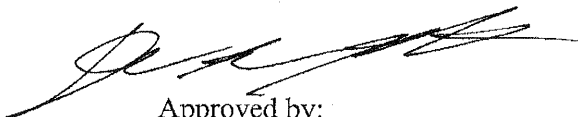
Amount of Check:
\$284,801.50

Date to Pick Up Check:
12/9/08


Requested by:


Date: 12/2/08
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:



12-2-08
Date:
Dan A. Gattis, County Judge
Williamson County


12-03-08

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FinHA	3. <input type="checkbox"/> Conv. Unins.	5. File Number: 9691-08-1343	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	6. <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
TXE. Name and Address of Seller
WAYNE E. HULLUM
OF DANNY HULLUM FAMILY TRUSTF. Name and Address of Lender
TXG. Property Location
WESTINGHOUSE ROAD,
TXH. Settlement Agent
TEXAS AMERICAN TITLE COMPANY OF AUSTINPlace of Settlement
715 DISCOVERY BLVD. #205,
CEDAR PARK, TX 78613

I. Settlement Date 12/12/2008

COUNTY: WILLIAMSON
LOT:
BLOCK:
SUBDIVISION:

J. SUMMARY OF BORROWER'S TRANSACTIONS

100. Gross Amount Due From Borrower	
101. Contract Sales Price	\$273,578.05
102. Personal Property	
103. Settlement Charges to Borrower	\$2,425.45
Adjustments For Items Paid By Seller In Advance	
113. City/Town Taxes	
114. County Taxes	
118. Assessments	
119.	
121. Additional Compensation	\$8,798.00

K. SUMMARY OF SELLER'S TRANSACTIONS

400. Gross Amount Due To Seller	
401. Contract Sales Price	\$273,578.05
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	\$8,798.00

120. Gross Amount Due From Borrower	\$284,801.50	420. Gross Amount Due To Seller	\$282,376.05
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	\$1,913.63
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	\$1,913.63
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$284,801.50	601. Gross Amount Due To Seller (line 420)	\$282,376.05
302. Less Amounts Paid By/For Borrower (line 220)	\$0.00	602. Less Deductions In Amt. Due To Seller (line 520)	\$1,913.63
303. Cash [X] From [] To Borrower	\$284,801.50	603. Cash [X] To [] From Seller	\$280,462.42

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 to Akins, Nowlin & Prewitt, LLP			
1108. Title Ins. Total to Texas American Title Company of Austin			\$1,500.00
1109. Lender's Coverage		\$1,770.00	
1110. Owner's Coverage (273578.05) (Texas American Title Company of Austin, 100.00 %, 1770.00)			
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 265.50)		\$265.50	
1120. Escrow Fee to Texas American Title Company of Austin		\$320.00	
1138. Tax Certificate to Processing Solutions, Inc.		\$84.95	
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			
1305. 2008 pro-rated tax to Williamson County Tax Collector			\$5.47
1306. 2007 Taxes due to Williamson County Tax Collector			\$408.16
1400. Total Settlement Charges		\$2,425.45	\$1,913.63

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. Gaffis, County Judge

Wayne E. Hullum

Danny Hullum Family Trust

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

12/12/2008

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

Request for Check

Project Name: WMCO Bonds Chandler IIIB Hagn/parcel 38

Legal description:

10.888 acre tract of land out of the William J. Baker Survey, Abs. No. 65 Williamson County, TX

Name on Check:
Texas American Title


SSN#:
74-2771227

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

Amount of Check:
\$227,127.65

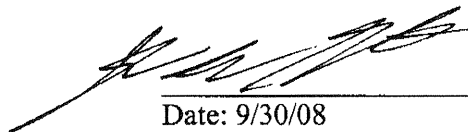
Date to Pick Up Check:
10/7/08

Requested by:



Date: 9/30/08
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:



Date: 9/30/08
Dan A. Gattis, County Judge
Williamson County

0115

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: 9891-08-1185		
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 DAVID JOHN HAGN 1032 SPOTSWOOD AVE. NORFOLK, VA 23507			
F. Name and Address of Lender					
G. Property Location TX COUNTY: WILLIAMSON PARCEL ID: 38 LOT: BLOCK: SUBDIVISION:		H. Settlement Agent TEXAS AMERICAN TITLE COMPANY OF AUSTIN <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Place of Settlement 715 DISCOVERY BLVD, #205, CEDAR PARK, TX 78613</td> <td>I. Settlement Date 10/10/2008</td> </tr> </table>		Place of Settlement 715 DISCOVERY BLVD, #205, CEDAR PARK, TX 78613	I. Settlement Date 10/10/2008
Place of Settlement 715 DISCOVERY BLVD, #205, CEDAR PARK, TX 78613	I. Settlement Date 10/10/2008				
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	\$225,000.00	401. Contract Sales Price	\$225,000.00		
102. Personal Property		402. Personal Property			
103. Settlement Charges to Borrower	\$2,127.65	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	\$227,127.65	420. Gross Amount Due To Seller	\$225,000.00		
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)	\$227,127.65	601. Gross Amount Due To Seller (line 420)	\$225,000.00		
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	\$227,127.65	603. Cash [X] To [] From Seller	\$225,000.00		

L. Settlement Statement

700. Total Sale Commission		
Division of Commission (line 700) As Follows:		
701. Commission Listing	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
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	\$1,511.00	
1109. Lender's Coverage		
1110. Owner's Coverage (225000.00) (Texas American Title Company of Austin, 100.00 %, 1511.00)		
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 226.65)	\$226.65	
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	\$2,127.65	\$0.00

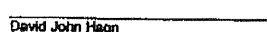
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

SELLERS



Dan A. Gattis, Williamson County Judge



David John Hahn

Re: 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

10/10/2008

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

HOLD Request for Check

Project Name: WMCO Bonds Chandler IIIB Randig/Parcel 34

Legal description:

0.079 acre tract of land out of the William J. Baker Survey, Abs. No. 65 Williamson County, TX

Name on Check:
Texas American Title

SSN#:


74-2771227

Mailing Address:
715 Discovery Blvd. Ste 205
Cedar Park, TX 78613

Amount of Check:
\$3,153.35

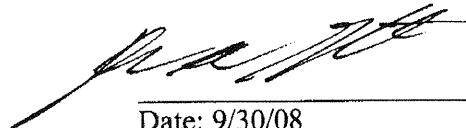
Date to Pick Up Check:
10/7/08

Requested by:



Date: 9/30/08
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:



Date: 9/30/08
Dan A. Gattis, County Judge
Williamson County

Blank WMCO check request (00111875).DOC/jw

0175

HOLD

HOLD

HOLD

HOLD

V#23063 P06 P175
P180
2006R
23
Row

B. Type of Loan

1.) <input type="checkbox"/> FHA	2.) <input type="checkbox"/> FmHA	3.) <input type="checkbox"/> Conv. Unins.	5. File Number: 9591-08-1163	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 STREET ROUND ROCK, TX 78664	E. Name and Address of Seller DONALD RANDIG 1000 CR 374 TAYLOR, TX 78574	F. Name and Address of Lender
--	---	-------------------------------

G. Property Location

TX
COUNTY: WILLIAMSON
PARCEL ID: 34
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 10/10/2008

J. SUMMARY OF BORROWER'S TRANSACTIONS

100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price	\$2,500.00	401. Contract Sales Price	\$2,500.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower	\$653.35	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	
115. Assessments		415. Assessments	
119.		419.	
120. Gross Amount Due From Borrower	\$3,153.35	420. Gross Amount Due To Seller	\$2,500.00
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	
215. Assessments		515. 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)	\$3,153.35	601. Gross Amount Due To Seller (line 420)	\$2,500.00
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	\$3,153.35	603. Cash [X] To [] From Seller	\$2,500.00

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	\$229.00	
1109. Lender's Coverage		
1110. Owner's Coverage (2500.00) (Texas American Title Company of Austin, 100.00 %, 229.00)		
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 34.35)	\$34.35	
1120. Escrow Fee to Texas American Title Company of Austin	\$320.00	
1138. Tax Certificate to Processing Solutions, Inc.	\$65.00	
1162. 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	\$653.35	\$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

Donald Randig

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

10/10/2008

10/02/08 DM

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

#28717

Lak

Request for Check

HOLD

~~DAI P176~~
2006R
2.3 Raw
HOLD

Project Name: WMCO Bonvd Hutto IB Parcel 510

Legal description:

1.317 AC and 0.560 AC and 0.086 AC tracts of land out of the Aaron Armstrong Survey ABS.
No. 26, Williamson County

Name on Check:
Pamela L. Longton

SSN#:

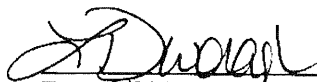
Mailing Address:
1217 Challenger St.
Lakeway, TX 78734

HOLD

Amount of Check:
\$37,263.00

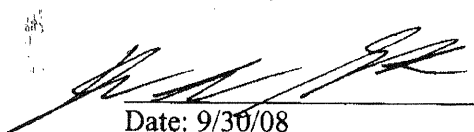
Date to Pick Up Check:
10/7/08

Requested by:



Date: 9/29/08
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:



Date: 9/30/08
Dan A. Gattis, County Judge
Williamson County

WILLIAMSON COUNTY, TEXAS
CONDEMNOR

VS.

PAMELA L. LONGTON AND
EDWARD H. VOLEK
CONDEMNEES

§ IN THE COUNTY COURT AT LAW
§
§
§ NUMBER FOUR OF
§
§
§
§ WILLIAMSON COUNTY, TEXAS

AGREED JUDGMENT

On this day came on to be heard in the above-styled and numbered cause the request of the parties for entry of Judgment. It appears to the Court that it has jurisdiction of this cause. The Court finds that Condemnor and Condemnees desire to compromise and settle this matter and have agreed to the provisions as stated herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the fee simple title to the following described real property located in Williamson County, Texas, being more particularly described by metes and bounds as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur, of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same be vested in Williamson County, Texas, Condemnor, for the purpose of constructing, reconstructing, widening within the property described in Exhibit "A", and/or maintaining improvements to the extension of Limmer Loop; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that a drainage easement interest in and across the following described real property located in Williamson County, Texas,

being more particularly described by metes and bounds as follows, to-wit:

O:\WDOX\WMCO\bonds\HUTTO-IB\PAR510VOLEK\pleading\00145909.DOC

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 1 of 12

SEE EXHIBIT "B" ATTACHED HERETO

be vested in Williamson County, Texas, to be used for the purposes of opening, constructing and maintaining a permanent drainage easement, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "B" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee; and

IT IS FURTHER ORDERED that PAMELA L. LONGTON AND EDWARD H. VOLEK, Condemnees, recover from Condemnor the sum of ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED THREE AND NO/100 Dollars (\$130,403.00) as compensation resulting from the acquisition of the property interests and any improvements in the above-described real property, including damages to the remaining property, if any, and for which sum the Condemnor is hereby given full credit in the full amount of this Judgment and for which no execution shall issue.

The total amount awarded herein shall be apportioned among the Condemnees as follows:

1. NINETY THOUSAND AND NO/100 Dollars (\$90,000.00) to EDWARD H. VOLEK; and

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 2 of 12

2. FORTY THOUSAND FOUR HUNDRED AND THREE AND NO/100 Dollars
(\$40,403.00) to PAMELA L. LONGTON.

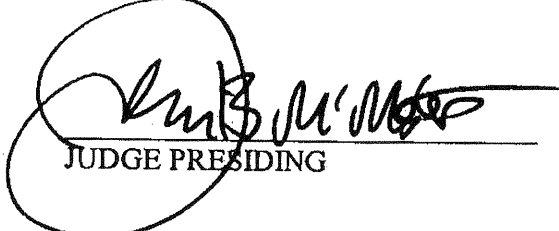
Of the total amount awarded herein Condemnor has previously paid the amount of \$75,000 pursuant to a possession agreement and a special commissioners' award, thereby leaving the amount of \$55,403 now due and payable to satisfy the judgment.

IT IS FURTHER ORDERED that Condemnee PAMELA LONGTON shall recover the sum of \$6,860 in interest on the sum awarded by this Judgment, which amount shall be paid at the same time as the principal sum.

IT IS FURTHER ORDERED that all costs be assessed against Condemnor.

The parties intend this judgment to be a full and final resolution of all issues and parties in this lawsuit.

SIGNED this 30 day of September, 2008.


JUDGE PRESIDING

FILED
amr

2008 SEP 30 AM 9:16

NANCY E. RISTER
WILLIAMSON COUNTY CLERK

3.

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 3 of 12

AGREED AS TO FORM:

Don Childs

Don Childs
State Bar No. 00795056
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

Pamela L. Longton

Pamela L. Longton
1217 Challenger Street
Lakeway, Texas 78734
Phone: _____

Edward H. Volek

Edward H. Volek
1240 Private Rd. 1063
Paige, TX 78059

4.

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 4 of 12

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
phone 512-255-8877 • fax 512-255-8986

33697

Paige

~~QAT~~ P174
2006R

2.3
ROW

Request for Check

Project Name: WMCO Bonvd Hutto IB Parcel 510

summer deep

Legal description:

1.317 AC and 0.560 AC and 0.086 AC tracts of land out of the Aaron Armstrong Survey ABS.
No. 26, Williamson County

Name on Check:
Edward H. Volek

SSN#:

462-64-7225

Mailing Address:
1240 Private Rd. 1063
Paige, TX 78659

Amount of Check:
\$25,000.00

Date to Pick Up Check:
10/7/08

Requested by:

Lisa Dworaczyk

Date: 9/29/08
Lisa Dworaczyk
Sheets & Crossfield, P.C.

Approved by:

Dan A. Gattis

Date: 9/30/08
Dan A. Gattis, County Judge
Williamson County

CAUSE NO. 06-1375-CC4

WILLIAMSON COUNTY, TEXAS
CONDEMNOR

VS.

PAMELA L. LONGTON AND
EDWARD H. VOLEK
CONDEMNES

§ IN THE COUNTY COURT AT LAW
§
§
§ NUMBER FOUR OF
§
§
§ WILLIAMSON COUNTY, TEXAS

AGREED JUDGMENT

On this day came on to be heard in the above-styled and numbered cause the request of the parties for entry of Judgment. It appears to the Court that it has jurisdiction of this cause. The Court finds that Condemnor and Condemnees desire to compromise and settle this matter and have agreed to the provisions as stated herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the fee simple title to the following described real property located in Williamson County, Texas, being more particularly described by metes and bounds as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur, of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same be vested in Williamson County, Texas, Condemnor, for the purpose of constructing, reconstructing, widening within the property described in Exhibit "A", and/or maintaining improvements to the extension of Limmer Loop; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that a drainage easement interest in and across the following described real property located in Williamson County, Texas,

being more particularly described by metes and bounds as follows, to-wit:

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CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 1 of 12

SEE EXHIBIT "B" ATTACHED HERETO

be vested in Williamson County, Texas, to be used for the purposes of opening, constructing and maintaining a permanent drainage easement, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "B" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee; and

IT IS FURTHER ORDERED that PAMELA L. LONGTON AND EDWARD H. VOLEK, Condemnees, recover from Condemnor the sum of ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED THREE AND NO/100 Dollars (\$130,403.00) as compensation resulting from the acquisition of the property interests and any improvements in the above-described real property, including damages to the remaining property, if any, and for which sum the Condemnor is hereby given full credit in the full amount of this Judgment and for which no execution shall issue.

The total amount awarded herein shall be apportioned among the Condemnees as follows:

1. NINETY THOUSAND AND NO/100 Dollars (\$90,000.00) to EDWARD H. VOLEK; and

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CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 2 of 12

2. FORTY THOUSAND FOUR HUNDRED AND THREE AND NO/100 Dollars
(\$40,403.00) to PAMELA L. LONGTON.

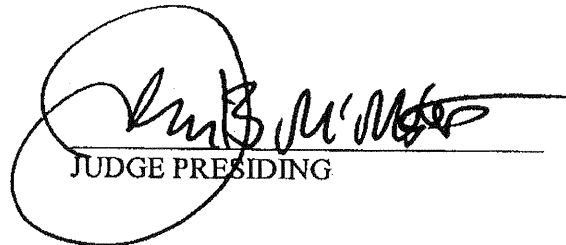
Of the total amount awarded herein Condemnor has previously paid the amount of \$75,000 pursuant to a possession agreement and a special commissioners' award, thereby leaving the amount of \$55,403 now due and payable to satisfy the judgment.

IT IS FURTHER ORDERED that Condemnee PAMELA LONGTON shall recover the sum of \$6,860 in interest on the sum awarded by this Judgment, which amount shall be paid at the same time as the principal sum.

IT IS FURTHER ORDERED that all costs be assessed against Condemnor.

The parties intend this judgment to be a full and final resolution of all issues and parties in this lawsuit.

SIGNED this 30 day of September, 2008.


JUDGE PRESIDING

FILED

2008 SEP 30 AM 9:16

NANCY E. RISTER
WILLIAMSON COUNTY CLERK

3.

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CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 3 of 12

AGREED AS TO FORM:

Don Childs

Don Childs
State Bar No. 00795056
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

Pamela L. Longton

Pamela L. Longton
1217 Challenger Street
Lakeway, Texas 78734
Phone: _____

Edward H. Volek

Edward H. Volek
1240 Private Rd 1063
Paige, TX 78059

4.

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 4 of 12

Resolution for Condemnation on Hwy 79
Commissioners Court - Regular Session

Date: 03/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing condemnation of certain property interests required for the Highway 79 construction project, and take other appropriate action (Covert--parcel 28).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Covert \(28\) Resolution](#)

Form Routing/Status

Form Started By: Charlie Crossfield
Started On: 02/26/2009 09:23 AM
Final Approval Date: 02/26/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to approximately 2.903 acres, and a public utility easement interest in and to approximately 1.054 acres owned by **RD&D-79, LLC** (parcel 28), said property described by metes and bounds in Exhibits "A-B", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of Highway 79 ("Project"), as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real property; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land,

described in Exhibits “A-B” attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge

Resolution for Condemnation on Hwy 79
Commissioners Court - Regular Session

Date: 03/03/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing condemnation of certain property interests required for the Highway 79 construction project, and take other appropriate action (Covert-Parcel 29 Parts 1-3).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Covert \(29\) Resolution](#)

Form Routing/Status

Form Started By: Charlie Crossfield
Started On: 02/26/2009 09:26 AM
Final Approval Date: 02/26/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to approximately 3.368 acres, and a public utility easement interest in and to approximately 0.262 acres owned by **Rox B. Covert, Duke M. Covert, and Danay C. Covert** (parcel 29 parts 1-3), said property described by metes and bounds in Exhibits "A-D", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of Highway 79 ("Project"), as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real property; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land,

described in Exhibits “A-D” attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge

Odyssey Presentation

Commissioners Court - Regular Session

Date: 03/03/2009

Submitted By: Jay Schade, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation on current status and future direction of Odyssey Justice Information System Project.

Background

Williamson County is about to begin the next phase of the Odyssey Justice Information System project (Phase III), implementing solutions in the criminal justice area, including courts, clerks, prosecutor, hot checks and jail. Currently we have been live for about eight months on civil, probate, mental health and family law. We have invited personnel from Tyler Technologies to make a brief presentation to bring the court up to date on the project, including issues and concerns, past, present and future.

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: Jay Schade Started On: 02/13/2009 01:59 PM

Final Approval Date: 02/24/2009

CIT/MOT Update

Commissioners Court - Regular Session

Date: 03/03/2009
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 from the Crisis Intervention Team (CIT) and Mobile Outreach Team (MOT).

Background

The CIT/MOT will be presenting their year end summary report with a Power Point presentation, and will highlight statistics in presentation from the fourth quarter.

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: 12/30/2008 03:22 PM

Final Approval Date: 01/05/2009

Pond Springs ILA

Commissioners Court - Regular Session

Date: 03/03/2009
 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 approving an Interlocal Agreement between the City of Austin and Williamson County regarding Pond Springs Road.

Background

Williamson County and the City of Austin intend to participate in the development and construction of improvements to Pond Springs Road from US 183 to McNeil. The County is committing \$6,000,000 for the project. The monies for this project will be provided through the 2006 voter approved road bond package. The County will be responsible for the management of the development of the design and construction of the Project. The project is slated to begin construction in June of 2009 and will not require additional easements or right-of-way.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Pond Springs ILA](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 02/25/2009 02:35 PM
 Final Approval Date: 02/26/2009

POND SPRINGS ROAD
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND WILLIAMSON COUNTY

This Interlocal Cooperation Agreement is made and entered into by and between the City of Austin, Texas (the “City”) and Williamson County, Texas (the “County”), hereinafter collectively referred to as the “Parties”, upon the premises and for the consideration stated herein.

WHEREAS, the Parties intend to participate in the development and construction of improvements to a portion of Pond Springs Road from approximately 200 feet north of its southern intersection with US 183 to approximately 200 feet south of its northern intersection with US 183 as a three lane, forty-six foot (46’) wide, undivided urban arterial located within the City (the “Project”); and

WHEREAS, the Project is generally described and depicted in attached Exhibit “A”, and

WHEREAS, the County has funded a total of \$6,000,000 for the Project including all direct and indirect costs as a part of its 2006 bond election; and

WHEREAS, the Project is scheduled to start construction on June 3, 2009 in order to minimize construction impact on school traffic; and

WHEREAS, it is not anticipated or intended that this Project will require the acquisition of additional easements, or right-of-way;

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will provide the project management services for the development and construction of the Project, as set forth herein.
- (b) The Williamson County Engineer (the “County Engineer”) will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County’s policies and decisions with respect to the Project. The County Engineer will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (c) The City's Public Works Director (the “City’s Director”) will act on behalf of the City with respect to the Project, coordinate with the County,

receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director will designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.

- (d) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County Engineer for resolution. If the City's Director and the County Engineer do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for Public Works and the Precinct One Williamson County Commissioner for resolution.

2. Project Development.

- (a) The County will be responsible for the management of the development of the design and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, (ii) the surveying, (iii) the construction, and (iv) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project.
- (b) The plans and specifications for the Project shall be in accordance with the City of Austin's applicable design and construction standards (the "City Standards"), unless otherwise agreed by the Parties. In addition, the County will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards.
- (c) The County shall provide water quality treatment that, when combined with existing water quality treatment features, substantially complies with the water quality standards of the City, provided that the water quality treatment for the Project shall meet or exceed those standards set by the Texas Commission on Environmental Quality, subject to the approval of the City.
- (d) The County shall take all reasonable measures to minimize the number of trees impacted by the construction of the Project. All protected tree mitigation determined to be reasonably necessary by the City's Watershed Protection and Development Review Department shall be reviewed and approved jointly by the City and the County and to the extent the tree mitigation program costs exceed the County's available funding for this

Project, the City shall provide supplemental funding in the not to be exceeded amount described in paragraph 8(c) below.

- (e) The County will fund improvements to address localized flooding in the Project area and the surrounding area between Roxie Drive and Turtle Rock Road as a Project cost to the extent that such improvements are required. To the extent that such improvements cause the Project cost to exceed the funds available to the County for this Project, the City shall provide supplemental funding in the not to be exceeded amount as described in paragraph 8(c), below.
- (f) To comply with City standards or requirements, the County shall provide water quality and drainage calculations to the City's Watershed Protection and Development Review Department for review and approval. The County shall also ensure that the Project's sidewalks, driveways and other applicable Project improvements comply with the Americans With Disabilities Act.
- (g) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, during the term of the design and construction and the County will have the City and the County named as an additional insureds with respect to such general liability and automobile liability coverage.
- (h) The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.
- (i) A City permit shall be required only for any part of the Project within the City's full purpose corporate limits, provided that any fees in lieu of compliance with City Standards will be required within any portion of the City's jurisdiction. The same fees which the City applies to its own CIP Projects will apply to this Project, provided that City will by separate ordinance waive such fees as may be waived by Council action. The application review process for any such permit shall be the same as the process that the City applies to its own road projects, provided that the City and the County shall agree to a partnering process that adopts an expedited review process for all plans submitted to the City. The City shall coordinate the City's review of any permit application and issuance of the permit concurrently with the City's review and approval of engineering design and plans and specifications for the Project.

- (j) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process.
- (k) The County Engineer shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Project Bidding & Award of Construction Contract.

The County will be responsible for the solicitation of bids for the construction of the Project based on the approved plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures. The County will notify the City of the lowest responsible bidder and the amount of the bid for the Project and the City shall respond within seven (7) working days. Upon written agreement of the City, the County will approve a firm unit-price contract for the construction of the project with the successful bidder. The County will require its contractor to substantially comply with the “good faith efforts” process of the City’s MBE/WBE Ordinance and will maximize the opportunities for MBE/WBE participation in this Project.

4. Additional Management Duties of the County. The County hereby covenants and agrees to provide to the City:

- (a) four (4) sets of the plans and specifications for the construction of the Project;
- (b) written notice of the schedule for the advertisement for bids, award of contract, and construction of the Project;
- (c) written notice of the bid tabs for the Project;
- (d) written copy of all contracts affecting the Project, including accompanying information regarding compliance with the County’s minority and women-owned businesses policy;
- (e) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt, including accompanying information regarding compliance with the County’s minority and women-owned businesses policy;
- (f) executed change orders, jointly approved by the City and the County, related to the Project;

- (g) sufficient notice, documentation and opportunity for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women-owned businesses policy;
- (h) a copy of any change order request related to the Project within two (2) working days of its receipt by the County, by delivery to the City's Project Manager for review and approval;
- (i) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will furnish to the City a copy of the record drawings for the City's records;
- (j) after completion of construction, the County will monitor the roadway and require correction of any deficiencies in design or construction of the roadway or related facilities;
- (k) after a period of one year from the date of completion, if the roadway and related facilities have been constructed in accordance with contract specifications, and have passed inspection and qualify for acceptance, the County will notify the City that the Project is ready for acceptance;
- (l) transfer all Contractor's warranties, guarantees, and bonds, to the extent such are transferable, to the City and assist the City in enforcing such guarantees, warranties and bonds to the extent necessary.

5. Management Duties of the City. The City hereby covenants and agrees to:

- (a) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
- (b) review any change order proposal for the Project and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition; respond to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days;
- (c) at the option of the City, perform any additional independent inspection and testing on the Project in coordination with the County's inspectors and as agreed to by the County and City Project Managers and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including the joint final inspection of the completed Project with the County; provided, the City's inspectors shall communicate any issues to the County's inspectors only, and County

inspectors will in turn communicate those issues to the construction contractor;

- (d) provide copies of all inspection test results and, upon completion, the final construction summary and a set of as-built drawings to the City's Watershed Protection and Development Review Department;
 - (e) coordinate with the City and County Project Managers, the County's inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s);
 - (f) during the period prior to City acceptance of the Project, refer any inquiries from the public regarding the Project to the County;
 - (g) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
 - (h) review and jointly approve the construction contractor's application for final payment;
 - (i) attend meetings at the request of the County's Project Manager; and
 - (j) upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will accept the portion of the Project, which is located within the City in accordance with standard City regulations and procedures for acceptance of public roadways and related facilities.
6. Bond and Guarantee. All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the County and the City, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the City, for a period of one year from the date of acceptance of the Project. The bonds shall be issued with the County and City named as co-obligees.
7. Liability. To the extent allowed by Texas law, the County and the City agree that each entity is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this Agreement as determined by a court of competent law. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the County. The County and the City will be included as an additional insureds on the above-referenced insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.

8. Financial Obligations.

- (a) For the purposes of this Agreement, the County will provide funding for the Project up to the amount of its current Project budget of \$6,000,000.00. For the purposes of this Agreement, the City will provide the services set forth herein as its share of the cost of the development and construction of the Project, including the cost of construction inspection and testing. In the event that the total cost of the Project will exceed \$6,000,000.00, the Parties may engage in value engineering in an attempt to control costs. In the event that Project costs continue to exceed available funding, the Parties may elect to secure the additional funding or the Parties may elect to terminate this Agreement.
- (b) The County shall obtain the written approval of the City for all change order requests for the Project prior to the County issuing the approved change order to the contractor, such approval not to be unreasonably withheld or delayed. The City's Project Manager shall meet with the County's Project Manager to review the contractor's progress reports and invoices for the Project before approval by the County.
- (c) The City agrees to pay up to the not to be exceeded amount of \$500,000.00 in the aggregate for the costs described in paragraphs 2(d) and (e) above. In addition, the City agrees to pay all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other associated costs of the construction contract for the Project by reason of the City's non-payment of any change order approved by the Parties for such work within ninety (90) days of the date of submittal by the County. Any additional funding will require the further approval of the Austin City Council.
- (d) The County shall promptly notify the City of any such claim for damages and the County and the City shall negotiate for the resolution of the claim. In the event that a decision is made to litigate such a claim, the City shall be solely responsible for any or all costs recited above, and the costs of litigation, including, but not limited to, attorney's fees, court costs, depositions, experts, the amount of any damages contained in a judgment or settlement, interest, and the costs of appeal.
- (e) The Parties agree to and shall provide their respective shares for the development of the Project on a timely basis in order to meet the Project schedule.
- (f) The County shall timely pay submitted invoices for the Project, which have been approved as required by this Agreement. The invoices for the

Project will be paid on the basis of work completed in accordance with the approved plans and specifications.

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Lazarus, Director
City of Austin
Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Joe M. England, P.E.
Williamson County Engineer
3151 S.E Inner Loop, Suite B
Georgetown, Texas 78626

WITH A COPY TO: Sheets & Crossfield
Attn: Charlie Crossfield
309 E. Main Street
Round Rock, Texas 78664-5264

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Title: _____
Authorized Representative

Date: _____

Approved as to Form:

Assistant City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____

_____, County Judge

Date: _____



E. Bowman Rd/Tiger Trl Name Change
Commissioners Court - Regular Session

Date: 03/03/2009
Submitted By: Nancy Heath, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider setting a date for a public hearing to change the name of E. Bowman Rd., beginning at the end of the Round Rock city limit and ending at N. A. W. Grimes Blvd., to Tiger Trl.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Bowman Rd/TigerLn](#)

Form Routing/Status

Form Started By: Nancy Heath Started On: 02/24/2009 04:24 PM

Final Approval Date: 02/25/2009

ROUND ROCK

WALLIN LOOP



W. W. GRIMES BLVD

BUCKEYE LN

BATTENBY

ADAMS DR

MATAGORDA DR

W. W. GRIMES BLVD

BOWMAN RD

PRIMROSE TRL

HONEYCREEK LN

PRINCE STAR LN

GREENWAY

BUCKEYE LN

Work Authorization (WCCF #1) for SWCA for RHCP Implementation Services
Commissioners Court - Regular Session

Date: 03/03/2009
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 Work Authorization Request (styled WCCF #1) for SWCA Environmental Consultants for activities related to implementation of the county's Regional Habitat Conservation Plan.

Background

The proposed work authorization will provide for services related to 1) annual surveys and monitoring as required under the county's 10(a) Incidental Take Permit; 2) provide research and documentation services for certification of the Twin Springs and Millenium/Wilco Karst Fauna Areas (KFAs) as required under the county's Regional Habitat Conservation Plan (RHCP); and, 3) provide scientific review and identification of additional KFAs to continue the process of providing a minimum of three and a maximum of six areas in each of the three Karst Fauna Regions (McNeil/Round Rock, Georgetown and North Williamson County respectively) as required for take under the Permit.

Additionally the work authorization provides for biological and geological on-call services as requested by the Williamson County Conservation Foundation in furtherance of the RHCP.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [SWCA WA for WCCF #1](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 02/23/2009 10:07 AM

Final Approval Date: 02/24/2009

February 19, 2009

Mr. Gary Boyd
Environmental Program Coordinator
Williamson County Conservation Foundation
350 Discovery Blvd., Suite 207
Cedar Park, Texas 78613

Re: Request for Work Authorization for SWCA for RHCP Implementation Services

Dear Mr. Boyd:

Now that the permit for the Williamson County Regional Habitat Conservation Plan has received Federal approval, SWCA proposes to provide services in support of the plan through its first year. These services include assisting the County with annual management and monitoring of existing preserve areas, establishing existing preserves as Karst Fauna Areas (KFAs), and providing biological and geological on-call services to evaluate additional KFAs, to assist the County with evaluating participant applications (may include reviewing applicant technical documents, conducting habitat assessment for golden-cheeked warbler, black-capped vireo, and endangered karst invertebrates, presence/absence surveys, attending meetings).

Task 1(a) Annual Surveys/Monitoring/Reporting

Williamson County has assumed responsibility for management and monitoring activities on the Millenium & Wilco preserves at the Southwest Regional Park, Twin Springs preserve (birds and karst), Beck Preserve, and at the Chaos and Big Oak preserves (formerly managed by TxDOT). The County will soon take over similar responsibilities at the Pricilla's Well KFA. Management and monitoring responsibilities are currently defined by separate plans, or are undefined as with Priscilla's Well KFA and Twin Springs. Under this task SWCA proposes to develop a consolidated adaptive management and monitoring plan for existing and future preserves in conjunction with County staff, Foundation staff and the U.S. Fish and Wildlife Service (USFWS). SWCA also proposes to carry out any management and monitoring activities delegated to SWCA or subcontractors by the County. Management activities will be divided between SWCA, subcontractors, third party contractors or County personnel depending on cost-effectiveness and USFWS permit requirements. These activities may include but are not limited to invasive species monitoring and treatment, biological surveys, and annual reporting to the USFWS.

Task 1(b) KFA Research and Designations on the Twin Springs Preserve and the Southwest Regional Park

SWCA proposes to conduct the reporting and USFWS consultation process required to establish several preserve areas as KFAs. Under the RHCP the ability of the plan to authorize impacts from participating projects is derived from the establishment of these KFAs. The first KFA was approved by the USFWS last month at Priscilla's Well Cave adjacent to Ronald Reagan Blvd Phase III. USFWS has preliminarily authorized the participation of Ronald Reagan Phase III and SH 195 on the strength of that KFA. SWCA proposes to follow the model and reporting style it established at Priscilla's well for establishing KFA status at the Twin Springs Preserve and at the Southwest Regional Park. This includes characterization of site vegetation, hydrogeology, and karst ecology.

Task 1(c) Research Additional KFAs

The RHCP commits to establishing a minimum of three and a maximum of six KFAs in each of three Karst Fauna Regions including North Williamson County, Georgetown, and McNeil/Round Rock. We propose to investigate potential KFAs in the McNeil/Round Rock, Georgetown and North Williamson County KFRs. This is the minimum number of KFAs required to authorize take of both listed invertebrates in all three KFRs. Establishing KFAs in the McNeil/Round Rock and Georgetown KFRs is likely a critical path item for RHCP participation for several Williamson County Road Bond projects such as O'Connor Road and Hwy 620.

Cost for Task 1: \$100,000.00

Task 2 Biological and Geological On-call Services

When requested by the County, SWCA conduct various support activities associated with the RHCP. These activities may include attending meetings, reviewing and commenting on participant applications, conducting field investigations of potential participating projects, and various other services as requested by the County.

Cost for Task II: \$25,000.00

If you find the scope of services, terms, and costs of this proposal to be acceptable, please sign the enclosed Work Authorization documents and forward them to either Gary Galbraith or my attention at SWCA's Austin office.

If you have any questions regarding this proposal, please do not hesitate to contact Gary Galbraith or me at (512) 476-0891.



Mr. Gary Boyd
February 19, 2009
Page 3 of 3

Sincerely,

A handwritten signature in blue ink, appearing to read "Kemble White", is positioned below the word "Sincerely,".

Kemble White Ph.D., P.G.
Senior Scientist

~~~~~

Passed in Commissioners Court this \_\_\_\_\_ day of March, 2009.

By \_\_\_\_\_

Title \_\_\_\_\_



***RESULTS OF FINDINGS REGARDING  
Proposed Inclusion of Williamson County with Travis  
County in Austin-Round Rock Non-attainment Area  
TCEQ DOCKET NUMBER XXXX-XXXXX***

***FEBRUARY 23, 2009***

***For:***

**Williamson County  
Commissioners Court**

***Prepared by:***

***GDS Associates, Inc.***



**GDS Associates, Inc.**  
Engineers and Consultants

**Contact Person:**

***Dan J. Wittliff, P.E., DEE***

Managing Director of Environmental Services, GDS Associates, Inc  
**512.494.0369**

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# **Report on Potential Inclusion of Williamson County In the Austin-Round Rock MSA**

## **Table of Contents**

|                                                                                                                                                                                       |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Table of Contents .....                                                                                                                                                               | 1  |
| SECTION 1: Executive Summary .....                                                                                                                                                    | 2  |
| SECTION 2: Background .....                                                                                                                                                           | 6  |
| 2.1. Redefinition of Core Based Statistical Areas .....                                                                                                                               | 6  |
| 2.2. New Ozone (O <sub>3</sub> ) Standard .....                                                                                                                                       | 8  |
| 2.3. Brief Characterization of Williamson County .....                                                                                                                                | 9  |
| 2.4. Response of Williamson County Leadership to Proposed Inclusion in the<br>Austin-Round Rock MSA .....                                                                             | 11 |
| SECTION 3: Findings on Nine Factors .....                                                                                                                                             | 12 |
| Summary .....                                                                                                                                                                         | 12 |
| Finding 1: Air quality data (Factor 1) .....                                                                                                                                          | 15 |
| Finding 2: Emissions data (location of sources and contribution to ozone<br>concentrations) (Factor 2) .....                                                                          | 18 |
| Finding 3: Population density and degree of urbanizations (including commercial<br>developments) (Factor 3) .....                                                                     | 23 |
| Finding 4: Traffic and commuting patterns (Factor 4) .....                                                                                                                            | 25 |
| Finding 5: Growth Rates and Patterns (Factor 5) .....                                                                                                                                 | 28 |
| Finding 6: Meteorology (weather/transport patterns) (Factor 6) .....                                                                                                                  | 33 |
| Finding 7: Geography/Topography (mountain ranges or other air basin boundaries)<br>(Factor 7) .....                                                                                   | 37 |
| Finding 8: Jurisdictional boundaries (e.g., counties, air districts, existing non-<br>attainment areas, reservations, metropolitan planning organizations (MPOs))<br>(Factor 8) ..... | 39 |
| Finding 9: Level of control of emissions sources (Factor 9) .....                                                                                                                     | 42 |
| SECTION 4: Conclusions .....                                                                                                                                                          | 48 |
| SECTION 5: Recommendations .....                                                                                                                                                      | 52 |
| SECTION 6: Exhibits .....                                                                                                                                                             | 53 |

## SECTION 1: Executive Summary

At the request of Williamson County Commissioners Court, GDS Associates, Inc. (GDS) prepared this response to a proposed decision by United States Environmental Protection Agency (USEPA) to include Williamson County in the Austin-Round Rock MSA. GDS examined of the environmental and demographic data relative to the Nine Factors (see below), which must be addressed by USEPA and other regulators in making this decision. Based on this review, GDS found **only one** economic statistic that supported the inclusion of Williamson County in the Travis County Non-Attainment Area and **many more that do not support inclusion**.

As revised by their December 4, 2008 letter on this process (see Exhibit A), the Nine Factors required by USEPA to be considered in this process are:

1. Air quality data
2. Emissions data (location of sources and contribution to ozone concentrations)
3. Population density and degree of urbanizations (including commercial developments)
4. Traffic and commuting patterns
5. Growth rates and patterns
6. Meteorology (weather/transport patterns)
7. Geography/Topography (mountain ranges or other air basin boundaries)
8. Jurisdictional boundaries (e.g., counties, air districts, existing non-attainment areas, reservations, metropolitan planning organizations (MPOs))
9. Level of control of emissions sources

The only statistic that supports inclusion is the commuting statistic between Williamson County and Travis County inside the Austin-Round Rock MSA. According to CAMPO data, 54.6 percent of the employed residents of Williamson County commute daily to Travis County while 5 percent of Travis County's employed residents commute daily to Williamson County. However, this draw of commuters to Travis County and the core city of Austin, Texas is not unique to Williamson County. Over two-thirds of the employed residents of Hays, Caldwell, Bastrop, Williamson, and Travis Counties work in Travis County (see Exhibit L and Finding 4).

This means that an estimated 90 thousand Williamson County residents commute to Travis County and 119 thousand employed residents of Hays, Caldwell, and Bastrop Counties commute to Travis County each day. However, Travis County has **1.5 times** more employed residents (and potential commuters) than Hays, Caldwell, Bastrop, and Williamson Counties combined. In addition, the portion of employed residents commuting from Hays, Caldwell, Bastrop, and Williamson Counties into Travis County ranges 30 to 55 percent. The OMB standard for establishing a MSA relationship is 25 percent

Therefore, if air pollution from commuters were the only test for whether or not to join a county to Travis County in forming a non-attainment area, clearly Hays, Caldwell, and Bastrop Counties would be included as well as Williamson County. However, the TCEQ staff did not recommend including these three counties in the A-RR Non-Attainment Area. Therefore, the TCEQ staff must have judged the other eight USEPA factors as having more weight

In examining the other eight factors, GDS concluded that the balance of the actual environmental and demographic data *does not support* an adverse environmental connection between Williamson County and Travis County in forming the A-RR Non-Attainment Area. These facts include:

1. All of the monitors outside Travis County were deactivated prior to the end of 2008. Available monitoring data shows steady decline to 74 ppb in 2008 despite a 17 percent increase in population over the same time. State monitors installed in Williamson County from 2006 through 2008 appears to indicate that O<sub>3</sub> levels were 76 ppb in 2006 and decreased to 71 ppb in 2007 and 2008 despite a 9 percent increase in population over the same time period.

2. The TCEQ data on permitted point sources (see Exhibit O) shows 18 permitted point sources in Travis County alone compared to 5 respectively in Williamson County. The permitted point source data for Williamson County show combined emissions of VOC and NO<sub>x</sub> ( $\leq 100$  tons per year) that are only a small fraction ( $<1$  percent) of the emissions in A-RR MSA.

3. Because the only two ozone monitors in Williamson County have been deactivated, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond.

4. The population density and degree of urbanization in Williamson County more closely resembles Hays and Bell Counties than Travis County. Williamson County's population density of 326 people per square mile is: (1) only 23 percent greater than the average of Bell, Hays, and Williamson Counties, and (2) 35 percent of Travis County. By contrast, Travis County's population density of 919 people per square mile is: (1) 3.5 times greater than the composite density of Hays, Bell, and Williamson Counties; (2) almost 14.5 times greater than the composite density of Bastrop, Burnet, and Caldwell counties; and (3) more than 5 times the composite density of all six of these other counties combined.

5. The largest city in Williamson County is Round Rock at just over 95 thousand people. The largest city in Travis County is Austin at just over 727 thousand people. Austin is more than 7 times bigger than Round Rock and is positioned south of Round Rock in the prevailing wind direction.

6. Overall projected population growth from 1990 to 2020 in the A-RR MSA plus Burnet and Bell Counties is 2.71 per year. In absolute numbers, Travis County population over this 30-year period is projected to grow by 561 thousand while the population in Bastrop, Bell, Burnet, Caldwell, Hays, and Williamson Counties is projected to grow by 775 thousand in the same time frame.

7. However, this projected incremental growth in the counties outside Travis County is dispersed over a combined area of 5,366 square miles while the Travis County growth will occur over an area of only 1,022 square miles. The difference in population density growth rates alone represents *almost 4 times* as much of a potential impact on the region's air quality coming from growth in Travis County alone compared to the combined growth in the other six counties.

8. The prevailing wind flow in the area is from a southerly-to-southeasterly direction during the ozone formation season. What little air transport that occurs between

Williamson County and the Travis County is more likely from Travis County to Williamson County.

9. Geological and geographical features such as deep valleys and mountain ranges or plateaus conducive to the formation of air pollution do not appear to be present in Williamson County.

10. Only one Central Texas county is non-attainment for the 75 ppb eight-hour ozone standard. That county is Travis County. However, four other Central Texas counties (i.e., Williamson, Bastrop, Caldwell, and Hays) are included in the newly formed Austin-Round Rock (A-RR) MSA, but are in attainment with the 75 ppb eight-hour ozone standard.

11. There are active planning efforts and mitigation efforts being conducted by: the Capital Area Council of Governments, Clean Air Task Force of Central Texas, Capitol Area Metropolitan Planning Organization, and Capitol Metro transportation system. The active planning efforts by local agencies show an ability to reduce and maintain ozone levels below the 75 ppb standard.

12. At the same time, the additional controls that would be required as a result of this action would severely constrain, if not eliminate, the ability county to develop its resources and bring some independent economic projects to its jurisdiction and thereby reduce the amount of inter-county (Williamson to Travis) commuting currently being experienced.

At their December 10, 2008 agenda session, the TCEQ Commissioners raised questions about why the TCEQ staff would not consider air quality data provided by non-state monitors in the absence of state monitors. The state removed its two Williamson County monitors as well as the monitors in Bastrop and Hays Counties from service in December 2008. Without local monitoring data in Williamson County, it is next to impossible to say with any absolute scientific certainty (1) the actual ozone level in Williamson County, (2) the impact of its emissions on the Travis County Non-Attainment Area, or (3) the impact of the Travis County Non-Attainment Area on Williamson County. Instead, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond.

Given (1) the chilling effect that being included in the Travis County Non-Attainment Area would have on the ability of Williamson County to grow and develop its resources in the long term and (2) the fact that voluntary efforts in the region have resulted in ozone levels below the 75 ppb standard everywhere but Travis County, it makes a lot of sense to base the decision on ***actual, measured environmental data*** rather than a ***superficial economic statistic*** (i.e., commuting percentages) and inferred levels from mathematical models.. In fact, it is entirely possible that preserving the ability of the county to develop its own resources would grow jobs inside Williamson County and actually reduce the commuters from Williamson County to Travis County.

Until such ***real*** environmental data from monitor(s) on the ground in Williamson County is available, this proposed ***inclusion*** of Williamson County in the Travis County Non-Attainment Area ***is unfounded*** based on the preponderance of evidence available.



GDS makes the following recommendations:

1. USEPA should reconsider this decision and hold it abeyance until scientifically sound environmental data from state air quality monitors shows that the voluntary measures in the region are not maintaining ozone levels in Williamson County at or below the 75 ppb standard.

2. As USEPA's agent for overseeing air quality programs in Texas, TCEQ should work with stakeholders in Hays, Caldwell, Bastrop, Williamson, and Bell Counties to return the deactivated monitors to service so they can track the effectiveness of the voluntary efforts by determining and measuring:

- Ground level ozone in Williamson County as well as surrounding counties without monitors.
- Compliance with the new 8-hour ozone NAAQS.
- Ozone precursors (i.e., NO<sub>x</sub> and VOC)

3. Throughout this process, TCEQ (as agent for USEPA) should meet regularly with and seek input from stakeholders in Hays, Caldwell, Bastrop, Williamson, and Bell Counties regarding the monitoring results, trends, and expected controls.

## SECTION 2: Background

### 2.1. Redefinition of Core Based Statistical Areas

The Office of Management and Budget (OMB) recently implemented new Standards for Defining Metropolitan and Micropolitan Statistical Areas. While these standards took effect in 2003, the rationale for their final form was published in the December 27, 2000 issue of the *Federal Register* (see Exhibit A).

These new standards replaced and superseded the 1990 standards for defining Metropolitan Statistical Areas (MSA). The purpose of the Standards for Defining Metropolitan and Micropolitan Statistical Areas was to provide nationally consistent definitions for collecting, tabulating, and publishing Federal statistics for a set of geographic areas. The new standards also implemented a new set of definitions that included the following:

- *Core Based Statistical Area (CBSA)*. A statistical geographic entity consisting of the county or counties associated with at least one core (urbanized area or urban cluster) of at least 10,000 population, plus adjacent counties having a high degree of social and economic integration with the core as measured through commuting ties with the counties containing the core. Metropolitan and Micropolitan Statistical Areas are the two categories of Core Based Statistical Areas.
- *Metropolitan Statistical Area (MeSA)*. A Core Based Statistical Area associated with at least one urbanized area that has a population of at least 50,000. The Metropolitan Statistical Area comprises the central county or counties containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county as measured through commuting.
- *Micropolitan Statistical Area (MiSA)*. A Core Based Statistical Area associated with at least one urban cluster that has a population of at least 10,000, but less than 50,000. The Micropolitan Statistical Area comprises the central county or counties containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county as measured through commuting.

Under these standards, Texas now has 25 areas that are either MeSA or MiSA (instead of the previous 27 MSA). As a result, the Greater Austin Area was redefined as the Austin-Round Rock (A-RR) metropolitan area. The A-RR Area consists of the following five (5) counties: Williamson, Travis, Hays, Caldwell, and Bastrop. The central county (Travis in this case) has an estimated 2007 population of 974,365 (see Table 2.1). This certainly more than meets the criteria for a MeSA where the central county must have a population of at least 50,000 and have at least 50 percent of its population living in urban areas of 10,000 or more.

| <b>Table 2.1: 2007 Population Estimates of Counties<br/>in Austin-Round Rock Metropolitan Statistical Area</b>                                                                                 |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>COUNTY</b>                                                                                                                                                                                  | <b>POPULATION</b> |
| Travis                                                                                                                                                                                         | 974,365           |
| Williamson                                                                                                                                                                                     | 373,363           |
| Hays                                                                                                                                                                                           | 141,480           |
| Bastrop                                                                                                                                                                                        | 72,248            |
| Caldwell                                                                                                                                                                                       | 36,705            |
| Annual Estimates of the Population for Counties of Texas: April 1, 2000 to July 1, 2007 (CO-EST2007-2007-01-48); Source: Population Division, U.S. Census Bureau, Release Date: March 20, 2008 |                   |

Figure 1 demonstrates the configuration of the A-RR MSA. The four outlying counties border Travis County on the north, east, and south. Together, these five Central Texas counties have a history of voluntary cooperation in reducing the emissions of ozone precursors since 1997. These efforts included implementing an Early Action Compact (EAC) and executing two Memoranda of Agreement (MOA) to ensure continued attainment of the ozone NAAQS.

**INSERT MAP OF NEW CBSA**

Figure 1: Map of county alignment under new CBSA (see Exhibit B).

## 2.2. New Ozone (O<sub>3</sub>) Standard

Effective March 27, 2008, USEPA revised the level of the 8-hour standard from 0.08 parts per million (ppm) to 0.075 ppm. See Exhibit C for the notice published in the *Federal Register*. With regard to the secondary standard for O<sub>3</sub>, EPA revised the 8-hour standard by making it identical to the revised primary standard. EPA also made conforming changes to the Air Quality Index (AQI) for O<sub>3</sub>, setting an AQI value of 100 equal to 0.075 ppm, 8-hour average, and made proportional changes to the AQI values of 50, 150 and 200).

According to Boundary Guidance on Air Quality Designations for the 8-Hour Ozone National Ambient Air Quality standard (NAAQS) of USEPA (see Exhibit D), “In reducing ozone concentrations above the NAAQS, EPA believes it is best to consider controls on sources over a larger area due to the pervasive nature of ground level ozone and transport of ozone and its precursors. Thus, EPA recommends that the Metropolitan Statistical Area or the Consolidated Metropolitan Statistical Area (C/MSA) serve as the presumptive boundary for 8-hour NAAQS nonattainment areas.”

This assertion is based on the demonstrated concept that ozone and ozone precursors [e.g., oxides of nitrogen (NO<sub>x</sub>) and volatile organic compounds (VOC)] wash into and out of a geographic area with the prevailing winds creating increased O<sub>3</sub> levels as the process unfolds. As discussed in Finding 6 on Meteorology, the prevailing winds from the area airports are as follows:

- Austin-Bergstrom International Airport (ABIA) – predominantly from the south to southeast towards the north to north west (41 percent combined) and north to north-northeast towards the south to south-southwest (15 percent combined)
- Waco – predominantly from the south-southeast to north-northwest (43 percent combined) and from the north towards the south (10 percent)

Under the previous and new ozone regulations and rules, each state is required to operate USEPA-approved O<sub>3</sub> monitors in each MSA. The minimum number of monitors is based on the population of each of their Metropolitan Statistical Areas (MSA) and the most recently measured O<sub>3</sub> levels in each area. There are eight O<sub>3</sub> monitors in or near the A-RR MSA: two in Williamson County, two in Travis County, two in Hays County, one in Bastrop County, one in Fayette County, and none in Caldwell County.

In his March 2000 memorandum (see Exhibit E), John S. Seitz, Director of the USEPA Office of Air Quality Planning and Standards, stated that the EPA believes that any county with an ozone monitor showing a violation of the NAAQS and any nearby contributing area needs to be designated as non-attainment. He alluded to difficulty in defining the boundaries of new attainment/non-attainment areas without additional monitoring in the MSA below 350,000.

### **2.3. Brief Characterization of Williamson County**

Williamson County covers 1,136 square miles and is situated in Central Texas, with its nearest border about 15 miles north-northeast of downtown Austin. Interstate Highway 35 is the principle transportation route through the center of the county for about 12 miles. State Highway (SH) 29 runs east to west through Georgetown while RR 1431 runs east to west from midway between Round Rock and Georgetown to Cedar Park. US Highway 183 transects Williamson County on the western half of the county from northwest Austin to Cedar Park and on to Leander and Lampasas.

State Highways 130 and 45 as well as Loop 1 are toll roads in Williamson County. SH130 splits from IH35 north of Georgetown and runs parallel to IH 35 but to the east of Georgetown, Round Rock, and Pflugerville. SH45 runs east to west connecting SH130 to US 183 and Loop1. Loop 1 runs north to south connecting Round Rock to Austin. The rest of the county's paved roads are farm-to-market roads and state highways. Figure 2.3.1 from Exhibit F below describes the general layout of Williamson County.

Currently, 373,363 people live in Williamson County. Georgetown is the county seat and has 46,867 residents. Round Rock is the largest city with a population of 95,444 while Cedar Park has 56,724 residents (Williamson County profile, see Exhibit N). The Williamson County profile lists 16 cities that are wholly or partly in the County boundaries. The balance of the county living in unincorporated areas amounts to 100,396 people or approximately 27 percent of the county's residents.

**INSERT GENERAL LAYOUT MAP OF WILLIAMSON COUNTY HERE.**

Figure 2.3.1: General layout of Williamson County.

Terrain falls away from a peak elevation of about 1,208 feet at the western-most county boundary to 400 feet at its eastern-most boundary. The San Gabriel River runs generally west to east bisecting the county to northern and southern halves. The San Gabriel River is impounded at two places: Lake Georgetown west of Georgetown, Texas and Granger Lake east of Granger, Texas.

Rolling hills characterize the southern county boundary with Travis County. Substantial limestone quarries are distributed in the western and southwestern part of the county. The western part of the county is largely committed to ranching and the vegetation is mostly grasslands, cedars, and live oak. The eastern part of the County is largely committed to cattle and farming using the rich alluvial soils in the area and principle crops include corn, grain sorghum, cotton, and wheat. See Exhibit W.

INSERT AERIAL PHOTO OF WILLIAMSON COUNTY WITH INTERCONNECTING ROADS HERE.

Figure 2.3.2: Aerial photo of Williamson County geography, topography, and connecting roads

According to the 2006 TCEQ list of air emissions sources, there are only five operating permitted sources in Williamson County. These permitted sources emit between 26.6 and 35.0 tons of NO<sub>x</sub> and between 44.9 and 78.2 tons of VOC per year (see Exhibit G). At the same time, the same TCEQ data shows that the 18 permitted point sources in Travis County emit between 2,390.6 and 3,865.4 tons of NO<sub>x</sub> and between 324.6 and 545 tons of VOC per year. Compared to the total VOC and NO<sub>x</sub> emissions from permitted point sources within the A-RR MSA, the Williamson County emissions are less than 1 percent of the total emissions in the MSA.

#### **2.4. Response of Williamson County Leadership to Proposed Inclusion in the Austin-Round Rock MSA**

On December 10, 2008, Williamson County Commissioner Valerie Covey testified before the TCEQ in opposition to the proposed inclusion of Williamson County with Travis County in forming the Austin-Round Rock (A-RR) Non-attainment Area. The TCEQ Commissioners were persuaded to support her opposition. They directed the TCEQ staff to withdraw Williamson County from the proposed non-attainment area.

Out of continued concern for the adverse impact upon its population of the possible inclusion of their county into the Austin-Round Rock MSA, the Williamson County Commissioners Court at their February \_\_, 2009 meeting, hired GDS Associates, Inc. (GDS) to prepare a study that responded to the revised USEPA “Nine Factors.” This report is to provide TCEQ, the Governor, and USEPA with necessary information that must be considered before deciding whether or not the inclusion is justified.

### SECTION 3: Findings on Nine Factors

#### Summary

Below is a summary of the major findings concerning the nine factors required by USEPA to evaluate the appropriateness of including Williamson County with Travis County as non-attainment for the 75 ppb ozone standard.

**Finding 1: Air quality data (Factor 1)** – There have been as many as seven O<sub>3</sub> monitors in the five-county A-RR MSA. Of these seven monitors, two monitors are in Travis County, two are in Williamson County, one is Bastrop County, and two are in Hays County. However, all of the monitors outside Travis County were deactivated prior to the end of 2008. There is no O<sub>3</sub> monitor in Caldwell County. Available monitoring data throughout the A-RR MSA shows peak 4<sup>th</sup> highest values of 91 ppb in 2002. This level has been on a steady decline to 74 ppb in 2008 despite a 17 percent increase in population over the same time. State monitors installed in Williamson County from 2006 through 2008 appears to indicate that O<sub>3</sub> levels were 76 ppb in 2006 and decreased to 71 ppb in 2007 and 2008 despite a 9 percent increase in population over the same time period.

**Finding 2: Emissions data (location of sources and contribution to ozone concentrations) (Factor 2)** – The TCEQ data on permitted point sources (see Exhibit O) shows 18 permitted point sources in Travis County alone compared to 5 respectively in Williamson County. Additionally, Bell County on the north side of Williamson County is home to 5 permitted point sources. The permitted point source data for Williamson County show combined emissions of VOC and NO<sub>x</sub> ( $\leq 100$  tons per year) that are only a small fraction ( $< 1$  percent) of the emissions in A-RR MSA. Of the Williamson County workers, almost 55 percent commute into Travis County while almost 27 percent commute to work inside the County. Of the Travis County workers, 79 percent work inside Travis County while 5 percent commute to work in Williamson County. Unquantified biogenic emission sources include significant ranching and farming within Williamson County. In addition, there is reason to suspect that ozone and ozone precursors may be transported from sources outside the area into the A-RR MSA. Because the only two ozone monitors in Williamson County have been deactivated, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond.

**Finding 3: Population density and degree of urbanizations (including commercial developments) (Factor 3)** – The population density and degree of urbanization in Williamson County more closely resembles Hays and Bell Counties than Travis County. Williamson County's population density of 326 people per square mile is: (1) only 23 percent greater than the average of Bell, Hays, and Williamson Counties, and (2) 35 percent of Travis County. By contrast, Travis County's population density of 919 people per square mile is: (1) 3.5 times greater than the composite density of Hays, Bell, and Williamson Counties; (2) almost 14.5 times greater than the composite density of Bastrop, Burnet, and Caldwell counties; and (3) more than 5 times the composite density of all six of these other counties combined. The largest city in Williamson County is Round Rock at just over 95 thousand people. The largest city in Travis County is Austin



at just over 727 thousand people. Austin is more than 7 times bigger than Round Rock and is positioned south of Round Rock in the prevailing wind direction.

**Finding 4: Traffic and commuting patterns (Factor 4)** – About 165 thousand workers reside in Williamson County compared to 417 thousand workers who live in Travis County. Of the Williamson County workers, almost 55 percent commute into Travis County while almost 27 percent commute to work inside the County. Of the Travis County workers, 79 percent work inside Travis County while 5 percent commute to work in Williamson County.

**Finding 5: Growth rates and patterns (Factor 5)** – Overall projected population growth from 1990 to 2020 in the A-RR MSA plus Burnet and Bell Counties is 2.71 per year. In absolute numbers, Travis County population over this 30-year period is projected to grow by 561 thousand while the population in Bastrop, Bell, Burnet, Caldwell, Hays, and Williamson Counties is projected to grow by 775 thousand in the same time frame. However, this projected incremental growth in the counties outside Travis County is dispersed over a combined area of 5,366 square miles while the Travis County growth will occur over an area of only 1,022 square miles. The difference in population density growth rates alone represents *almost 4 times* as much of a potential impact on the region's air quality coming from growth in Travis County alone compared to the combined growth in the other six counties.

**Finding 6: Meteorology (weather/transport patterns) (Factor 6)** – The prevailing wind flow in the area is from a southerly-to-southeasterly direction during the ozone formation season. What little air transport that occurs between Williamson County and the Travis County is more likely from Travis County to Williamson County. Because of the prevailing southerly-to-southeasterly wind direction, it is much more likely that pollution comes into Williamson County from Travis County rather than the other way around.

**Finding 7: Geography/Topography (mountain ranges or other air basin boundaries) (Factor 7)** – Williamson County covers 1,136 square miles and is situated in Central Texas, with its southern boundary about 15 miles north-northeast of downtown Austin. Except for moderately urbanized areas along IH-35 and US-183, the county is largely committed to agriculture. County terrains falls away from a peak elevation of about 1,208 feet at the western most boundary to 400 feet at its eastern most boundary. The aerial photos in Exhibit W show that the topography and geography of Williamson County more closely resembles its neighbors outside Travis County than Travis County itself.

**Finding 8: Jurisdictional boundaries (e.g., counties, air districts, existing non-attainment areas, reservations, metropolitan planning organizations (MPOs)) (Factor 8)** – Only one Central Texas county is non-attainment for the 75 ppb eight-hour ozone standard. That county is Travis County. However, four other Central Texas counties (i.e., Williamson, Bastrop, Caldwell, and Hays) are included in the newly formed Austin-Round Rock (A-RR) MSA, but are in attainment with the 75 ppb eight-hour ozone standard. There are active planning efforts and mitigation efforts being conducted by: the Capital Area Council of Governments, Clean Air Task Force of Central Texas, Capitol Area Metropolitan Planning Organization, and Capitol Metro transportation system. There have been as many as seven O<sub>3</sub> monitors in the eight-county Austin-Round Rock MSA. However, only two of these monitors remain in

current service. The active planning efforts by local agencies show an ability to reduce and maintain ozone levels below the 75 ppb standard.

**Finding 9: Level of control of emissions sources (Factor 9)** – The prevailing meteorological conditions (i.e., southerly to southeasterly) and the relatively insignificant (i.e., less than 1.2 percent) contribution of Williamson County permitted point sources to the inventory, including Williamson County with Travis County as non-attainment for ozone would provide inconsequential reductions in ozone levels in the non-attainment area. At the same time, the additional controls that would be required as a result of this action would severely constrain, if not eliminate, the ability county to develop its resources and bring some independent economic projects to its jurisdiction and thereby reduce the amount of inter-county (Williamson to Travis) commuting currently be experienced. Inside a non-attainment area that is either marginal or moderate in the degree of non-attainment, new projects that emit as little as 100 tons per year of either NO<sub>x</sub> or VOC are required to install more stringent controls and address offsets for the new emissions. Outside the non-attainment area, only projects producing more than 250 tons per year of a NAAQS pollutant are required to install more stringent controls. Coupling Williamson County to Travis County as a non-attainment area, USEPA will effectively and dramatically reduce the ability of the county to develop vast areas of ranchland and farmland in the county.

### **Finding 1: Air quality data (Factor 1)**

**There have been as many as seven O<sub>3</sub> monitors in the five-county A-RR MSA. Of these seven monitors, two monitors are in Travis County, two are in Williamson County, one is Bastrop County, and two are in Hays County. However, all of the monitors outside Travis County were deactivated prior to the end of 2008. There is no O<sub>3</sub> monitor in Caldwell County. Available monitoring data throughout the A-RR MSA shows peak 4<sup>th</sup> highest values of 91 ppb in 2002. This level has been on a steady decline to 74 ppb in 2008 despite a 17 percent increase in population over the same time. State monitors installed in Williamson County from 2006 through 2008 appears to indicate that O<sub>3</sub> levels were 76 ppb in 2006 and decreased to 71 ppb in 2007 and 2008 despite a 9 percent increase in population over the same time period.**

Evaluating the current level of air quality in Williamson County and the counties currently in the Austin-Round Rock MSA requires a careful examination of available monitoring data. In making this evaluation, GDS accomplished the following tasks:

- Collected air quality data from monitors in Williamson County and the counties currently in the Austin-Round Rock MSA.
- Determined the level of air quality in Williamson County compared to levels in the Austin-Round Rock MSA counties.
- Assessed the likely contribution of Williamson County to the Austin-Round Rock MSA for NO<sub>x</sub> and VOC, the precursors to O<sub>3</sub>.
- Assessed the likely contribution of the Austin-Round Rock MSA Counties to Williamson County for NO<sub>x</sub> and VOC, the precursors to O<sub>3</sub>.

In reviewing available monitoring data, GDS found that there have been as many as seven O<sub>3</sub> monitors in the five-county A-RR MSA. Of these seven monitors, two monitors are in Travis County, two are in Williamson County, one is Bastrop County, and two are in Hays County. However, all of the monitors outside Travis County were deactivated prior to the end of 2008. There is no O<sub>3</sub> monitor in Caldwell County.

Available monitoring data throughout the A-RR MSA shows peak 4<sup>th</sup> highest values of 91 ppb in 2002. This level has been on a steady decline to 74 ppb in 2008 despite a 17 percent increase in population over the same time. State monitors installed in Williamson County from 2006 through 2008 appears to indicate that O<sub>3</sub> levels were 76 ppb in 2006 and decreased to 71 ppb in 2007 and 2008 despite a 9 percent increase in population over the same time period.

While TCEQ has positioned many air quality monitors in Travis County over time (see Figure 3.1.1 below), relatively few of these monitors kept track of ozone levels. . This low density of O<sub>3</sub> air quality monitors in the Austin-Round Rock MSA stands in stark contrast to the 34 O<sub>3</sub> monitors in Harris County alone. Because the only two ozone monitors in Williamson County have been deactivated, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond.

However, USEPA has long recognized this disparity in the placement of air quality monitors (see Exhibit C). In fact, about 100 MSA in the United States with populations less than 350,000 presently are without any O<sub>3</sub> monitors, and hence they do not have an O<sub>3</sub> design value (see page 16502 of Exhibit C).

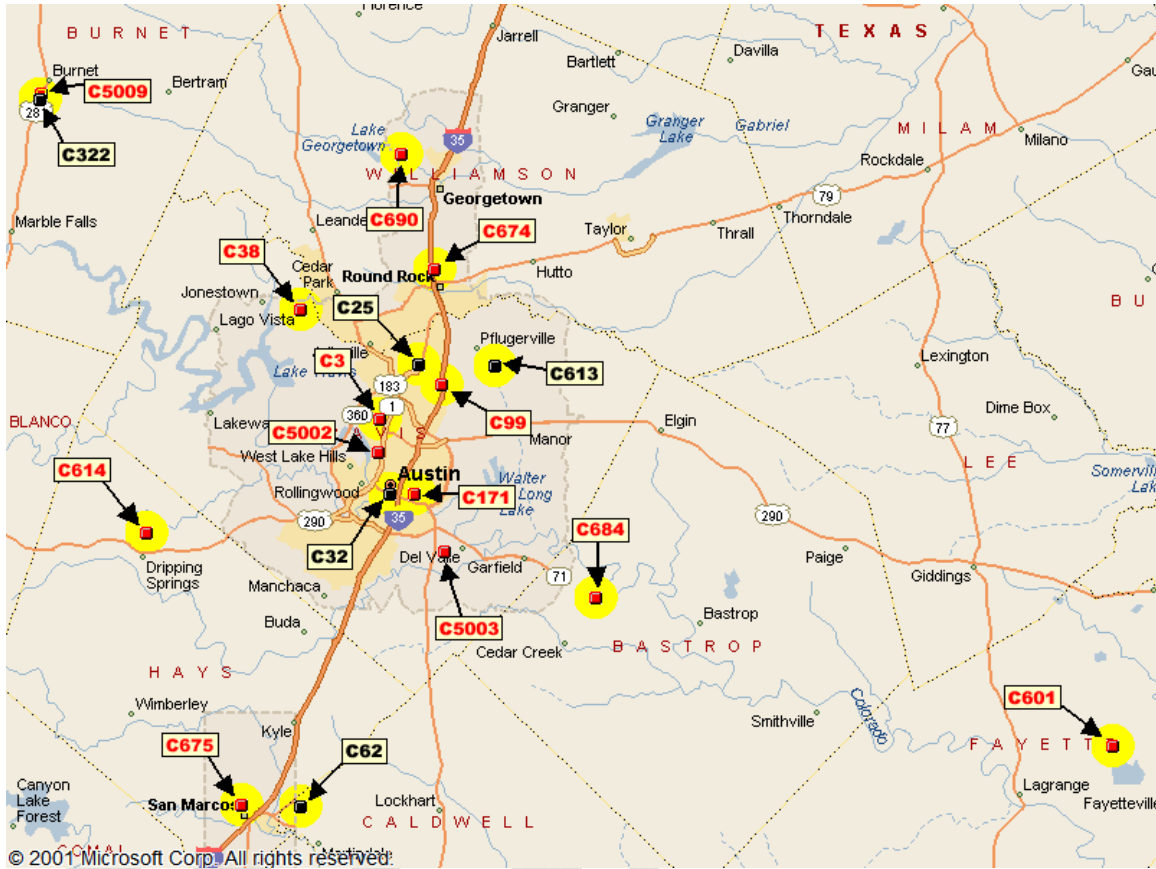


Figure 3.1.1: Distribution of State CAMS Monitors in the Austin-Round Rock MSA (see Exhibit J).

| <b>Table 3.1.1: 2000 – 2008 Ozone Monitor Data.</b> |             |                       |                        |                      |                    |                      |                          |                    |
|-----------------------------------------------------|-------------|-----------------------|------------------------|----------------------|--------------------|----------------------|--------------------------|--------------------|
| <b>Characteristic Data</b>                          |             | <b>Bastrop County</b> | <b>Caldwell County</b> | <b>Burnet County</b> | <b>Hays County</b> | <b>Travis County</b> | <b>Williamson County</b> | <b>Bell County</b> |
| <b>Number O<sub>3</sub> Monitors</b>                | <b>each</b> | <b>1</b>              | <b>0</b>               | <b>0</b>             | <b>2</b>           | <b>2</b>             | <b>2</b>                 | <b>1</b>           |
| <b>2000 Fourth Highest Average</b>                  | <b>ppb</b>  | No Data               | No Data                | No Data              | 84                 | 88                   | No Data                  | No Data            |
| <b>2001 Fourth Highest Average</b>                  | <b>ppb</b>  | No Data               | No Data                | No Data              | 75                 | 80                   | No Data                  | No Data            |
| <b>2002 Fourth Highest Average</b>                  | <b>ppb</b>  | No Data               | No Data                | No Data              | No Data            | 91                   | No Data                  | No Data            |
| <b>2003 Fourth Highest Average</b>                  | <b>ppb</b>  | No Data               | No Data                | No Data              | 77                 | 84                   | No Data                  | No Data            |
| <b>2004 Fourth Highest Average</b>                  | <b>ppb</b>  | No Data               | No Data                | No Data              | 75                 | 82                   | No Data                  | No Data            |
| <b>2005 Fourth Highest Average</b>                  | <b>ppb</b>  | No Data               | No Data                | No Data              | 72                 | 82                   | No Data                  | 71                 |
| <b>2006 Fourth Highest Average</b>                  | <b>ppb</b>  | 71                    | No Data                | No Data              | 72                 | 83                   | 76                       | 77                 |
| <b>2007 Fourth Highest Average</b>                  | <b>ppb</b>  | 72                    | No Data                | No Data              | 66                 | 76                   | 71                       | No Data            |
| <b>2008 Fourth Highest Average</b>                  | <b>ppb</b>  | 70                    | No Data                | No Data              | 66                 | 74                   | 71                       | No Data            |

Source: [http://www.tceq.state.tx.us/cgi-bin/compliance/monops/8hr\\_attainment.pl](http://www.tceq.state.tx.us/cgi-bin/compliance/monops/8hr_attainment.pl)

Note 3.1.1: The monitors in Bastrop, Hays, and Williamson Counties were deactivated prior to the close of 2008.

**Finding 2: Emissions data (location of sources and contribution to ozone concentrations) (Factor 2)**

The TCEQ data on permitted point sources (see Exhibit O) shows 18 permitted point sources in Travis County alone compared to 5 respectively in Williamson County. Additionally, Bell County on the north side of Williamson County is home to 5 permitted point sources. The permitted point source data for Williamson County show combined emissions of VOC and NO<sub>x</sub> (≤100 tons per year) that are only a small fraction (<1 percent) of the emissions in A-RR MSA. Of the Williamson County workers, almost 55 percent commute into Travis County while almost 27 percent commute to work inside the County. Of the Travis County workers, 79 percent work inside Travis County while 5 percent commute to work in Williamson County. Unquantified biogenic emission sources include significant ranching and farming within Williamson County. In addition, there is reason to suspect that ozone and ozone precursors may be transported from sources outside the area into the A-RR MSA. Because the only two ozone monitors in Williamson County have been deactivated, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond.

In determining the location of emission sources in Williamson County, GDS accomplished the following tasks:

- Examined TCEQ and USEPA data on permitted sources and emissions inventories for potential sources of NO<sub>x</sub> and VOC in Williamson County and the surrounding counties.
- Identified the major stationary sources of ozone precursors that may contribute to violations of the 8-hour standard in the Williamson County and surrounding counties.
- Prepared a list of major transportation systems in Williamson County and adjacent counties including airports, shipyards, trains, and highways.
- Identified the location of other sources such as biogenic sources of ozone precursors.

The primary sources of manmade VOC and NO<sub>x</sub>, the ozone precursors, are:

- (1) evaporation of fuels and solvents such as gasoline and consumer products;
- (2) combustion of fuels in motor vehicles, power plants and non-road engines; and
- (3) emissions from other industrial processes.

To assess the correlation between emissions and air quality in the Williamson County as well the neighboring counties (see Exhibit P, and Exhibit Q), GDS accomplished the following tasks to determine whether or not the high levels of ozone come from the current non-attainment areas and not from adjacent attainment counties:

- Reviewed the current air quality standards for criteria pollutants, including ozone in those counties or areas adjacent to Williamson County and in the A-RRMSA.
- Used TCEQ emissions inventory data for those counties/areas and prepared a list of those counties that their point source data demonstrates contribution to high levels of ozone.

- Demonstrated that Williamson County contains insignificant point sources of emissions in the A-RR MSA.

Five counties in the A-RR MSA formed by the OMB in 2003 include: Travis, Williamson, Bastrop, Caldwell, and Hays (see Figure 3.8.1). Taking their lead from this economic realignment, USEPA proposed to adopt this same alignment for a redefined Austin-Round Rock MSA with the implementation of the new 8-hour ozone NAAQS.

Six counties immediately adjacent to Williamson County include: Burnet, Bell, Milam, Lee, Bastrop, and Travis Counties. As mentioned earlier, Burnet, Bell, Milam, and Lee Counties are A-RR MSA while Bastrop, Caldwell, and Hays Counties are inside the A-RR MSA (see Figure 3.8.1). Table 3.2.1 below describes the number of permitted emissions sources, the 2006 air emissions inventories of NO<sub>x</sub> and VOC, the number of O<sub>3</sub> monitors, and the fourth highest eight-hour O<sub>3</sub> average from 2005 through 2008.

Figure 3.2.1 displays the location of point sources in the A-RR MSA. Table 3.9.1 depicts the actual point source VOC and NO<sub>x</sub> emissions for the five counties in the Austin-Round Rock MSA from 2000 through 2006. Bell and Burnet County emissions are also included for a point of reference. When studying this data, it becomes readily apparent that Williamson County is about 100 tons or less of combined VOC and NO<sub>x</sub> per year from permitted point sources. This amounts to little more than 1 percent of the combined 8,030 tons per year of combined NO<sub>x</sub> and VOC coming from permitted point sources throughout the Austin-Round Rock MSA.

A review of the information in USEPA AirData maps of specific countywide emissions maps for existing NO<sub>x</sub> and VOC emissions (see Exhibit H) show that annual emissions of Williamson County sources emit between 26 and 35 tons of NO<sub>x</sub> and between 45 and 78 tons of VOC per year. The combined point source emissions of VOC and NO<sub>x</sub> in Travis County are more than **37 times greater** than the combined point source emissions of VOC and NO<sub>x</sub> in Williamson County. See Finding 9.

According to the TCEQ air emissions sources, there are only five operating permitted source in the county (see Exhibit R). In addition, these are very small sources of NO<sub>x</sub> and VOC averaging 6 tons of NO<sub>x</sub> and 9 tons of VOC each. For comparison purposes, the 18 permitted sources in Travis County average 142 tons of NO<sub>x</sub> and 18 tons of VOC each the 10 permitted sources in Bell County average 16 tons of NO<sub>x</sub> and 84 tons of VOC each.

The discussion above applies only to point source emissions. As discussed in Finding 4 regarding commuting and traffic issues, mobile source emissions in 2005 accounted for 78 percent of the total anthropogenic NO<sub>x</sub> emissions and 33 percent of the total anthropogenic VOC emissions in the A-RR MSA. In their September 5, 2008 letter (see Exhibit X) to the TCEQ, the Capitol Area Council of Governments described an extensive set of voluntary compliance efforts among their member governments to improve air quality in the region and eliminate the need for designation as a non-attainment area.

Currently, 373,363 people live in Williamson County. Georgetown is the county seat and has 46,867 residents. Round Rock is the largest city with a population of 95,444 while Cedar Park has 56,724 residents (Williamson County profile, see Exhibit N). The Williamson County profile lists 16 cities that are wholly or partly in the County

boundaries. The balance of the county living in unincorporated areas amounts to 100,396 people or approximately 27 percent of the county's residents.

According to a recent study conducted by the Capitol Area Metropolitan Planning Organization (CAMPO) (see Exhibit L), about 165 thousand workers reside in Williamson County compared to 417 thousand workers who live in Travis County. Of the Williamson County workers, almost 55 percent commute into Travis County while almost 27 percent commute to work inside the County. Of the Travis County workers, 79 percent work inside Travis County while 5 percent commute to work in Williamson County.

In reviewing available monitoring data, GDS found that there have been as many as seven O<sub>3</sub> monitors in the five-county A-RR MSA. Of these seven monitors, two monitors are in Travis County, two are in Williamson County, one is Bastrop County, and two are in Hays County. However, all of the monitors outside Travis County were deactivated prior to the end of 2008. There is no O<sub>3</sub> monitor in Caldwell County. See Finding 1.

Available monitoring data throughout the A-RR MSA shows peak 4<sup>th</sup> highest values of 91 ppb in 2002. This level has been on a steady decline to 74 ppb in 2008 despite a 17 percent increase in population over the same time. State monitors installed in Williamson County from 2006 through 2008 appears to indicate that O<sub>3</sub> levels were 76 ppb in 2006 and decreased to 71 ppb in 2007 and 2008 despite a 9 percent increase in population over the same time period. See Finding 1.

While TCEQ has positioned many air quality monitors in Travis County over time (see Figure 3.1.1), relatively few of these monitors kept track of ozone levels. . This low density of O<sub>3</sub> air quality monitors in the Austin-Round Rock MSA stands in stark contrast to the 34 O<sub>3</sub> monitors in Harris County alone. Because the only two ozone monitors in Williamson County have been deactivated, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond. See Finding 1.

In their comments on the TCEQ proposal to include designate the A-RR MSA as non-attainment for the new ozone standard (see Exhibit Z), the Clean Air Advisory Committee (CACAC) shows background concentrations of 65 to 75 ppb. While the exact portion of this background level that is from biogenic sources is not quantified, it is likely that the non-point biogenic sources such as ranching and farming contribute to these levels.

There have been as many as seven O<sub>3</sub> monitors in the five-county A-RR MSA. Of these seven monitors, two monitors are in Travis County, two are in Williamson County, one is Bastrop County, and two are in Hays County. However, all of the monitors outside Travis County were deactivated prior to the end of 2008. There is no O<sub>3</sub> monitor in Caldwell County (see Finding 1).

Available monitoring data throughout the A-RR MSA shows peak 4<sup>th</sup> highest values of 91 ppb in 2002. This level has been on a steady decline to 74 ppb in 2008 despite a 17 percent increase in population over the same time. State monitors installed in Williamson County from 2006 through 2008 appears to indicate that O<sub>3</sub> levels were 76 ppb in 2006 and decreased to 71 ppb in 2007 and 2008 despite a 9 percent increase in population over the same time period.



While TCEQ has positioned many air quality monitors in Travis County over time (see Figure 3.1.1 below), relatively few of these monitors kept track of ozone levels. . This low density of O<sub>3</sub> air quality monitors in the Austin-Round Rock MSA stands in stark contrast to the 34 O<sub>3</sub> monitors in Harris County alone. Because the only two ozone monitors in Williamson County have been deactivated, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond.

INSERT MAP OF WILLIAMSON COUNTY AND OTHER SURROUNDING COUNTIES WITH POINT SOURCES DISPLAYED.

Figure 3.2.1: Display of Permitted Point Sources and County Seats.  
Source: TCEQ 2006 Emissions Inventory and GIS Data.

| <b>Table 3.2.1: Permitted Point Source Emissions and Air Quality Data</b> |                      |                       |                        |                      |                    |                      |                          |                    |
|---------------------------------------------------------------------------|----------------------|-----------------------|------------------------|----------------------|--------------------|----------------------|--------------------------|--------------------|
| <b>Characteristic Data</b>                                                |                      | <b>Bastrop County</b> | <b>Caldwell County</b> | <b>Burnet County</b> | <b>Hays County</b> | <b>Travis County</b> | <b>Williamson County</b> | <b>Bell County</b> |
| <b>Permitted Sources</b>                                                  | <b>each</b>          | <b>8</b>              | <b>2</b>               | <b>0</b>             | <b>4</b>           | <b>18</b>            | <b>5</b>                 | <b>10</b>          |
| <b>2006 NO<sub>x</sub> Emissions</b>                                      | <b>tons per year</b> | <b>953</b>            | <b>1,152</b>           | <b>No Data</b>       | <b>2,508</b>       | <b>2,564</b>         | <b>31</b>                | <b>159</b>         |
| <b>2006 VOC Emissions</b>                                                 | <b>tons per year</b> | <b>131</b>            | <b>55</b>              | <b>No Data</b>       | <b>264</b>         | <b>325</b>           | <b>47</b>                | <b>841</b>         |
| <b>Number of O<sub>3</sub> Monitors</b>                                   | <b>each</b>          | <b>1</b>              | <b>0</b>               | <b>0</b>             | <b>2</b>           | <b>2</b>             | <b>2</b>                 | <b>0</b>           |
| <b>2005 Fourth Highest Average</b>                                        | <b>ppb</b>           | No Data               | No Data                | No Data              | 72                 | 82                   | No Data                  | No Data            |
| <b>2006 Fourth Highest Average</b>                                        | <b>ppb</b>           | 71                    | No Data                | No Data              | 72                 | 83                   | 76                       | No Data            |
| <b>2007 Fourth Highest Average</b>                                        | <b>ppb</b>           | 72                    | No Data                | No Data              | 66                 | 76                   | 71                       | No Data            |
| <b>2008 Fourth Highest Average</b>                                        | <b>ppb</b>           | 70                    | No Data                | No Data              | 66                 | 74                   | 71                       | No Data            |

Source: TCEQ 2006 Statesum.xls (<http://www.tceq.state.tx.us/implementation/air/industei/psei/psei.html>)

Note 3.2.1: The monitors in Bastrop, Hays, and Williamson Counties were deactivated prior to the close of 2008.

**Finding 3: Population density and degree of urbanizations (including commercial developments) (Factor 3)**

**The population density and degree of urbanization in Williamson County more closely resembles Hays and Bell Counties than Travis County. Williamson County's population density of 326 people per square mile is: (1) only 23 percent greater than the average of Bell, Hays, and Williamson Counties, and (2) 35 percent of Travis County. By contrast, Travis County's population density of 919 people per square mile is: (1) 3.5 times greater than the composite density of Hays, Bell, and Williamson Counties; (2) almost 14.5 times greater than the composite density of Bastrop, Burnet, and Caldwell counties; and (3) more than 5 times the composite density of all six of these other counties combined. The largest city in Williamson County is Round Rock at just over 95 thousand people. The largest city in Travis County is Austin at just over 727 thousand people. Austin is more than 7 times bigger than Round Rock and is positioned south of Round Rock in the prevailing wind direction.**

To compare the population density and degree of urbanization in Williamson County with that of the Austin-Round Rock MSA counties, GDS accomplished the following tasks:

- Reviewed US Census Bureau and Texas Secretary of State Census data from 2000 as well as projected estimates to date.
- Extracted census data relative to population density and degree of urbanization as well as projected growth areas within Williamson County and the adjacent counties.

Five counties in the A-RR MSA formed by the OMB in 2003 include: Travis, Williamson, Bastrop, Caldwell, and Hays (see Figure 3.8.1). Taking their lead from this economic realignment, USEPA proposed to adopt this same alignment for a redefined Austin-Round Rock MSA with the implementation of the new 8-hour ozone NAAQS.

Six counties immediately adjacent to Williamson County include: Burnet, Bell, Milam, Lee, Bastrop, and Travis Counties. As mentioned earlier, Burnet, Bell, Milam, and Lee Counties are outside the A-RR MSA while Bastrop, Caldwell, and Hays Counties are inside the A-RR MSA (see Figure 3.8.1).

- County surface area,
- County total county population,
- Population of each of the counties four largest cities where available,
- Balance of the population residing in the county, and
- Overall population density in the county.

From the data presented in Table 3.3.1, it becomes readily apparent that the population characteristics of Williamson County are much more like Hays and Bell County than Travis County. The average population density of these three counties is 264 people per square mile compared to 919 in Travis County. This means that Travis County is **3.5 times more** densely populated than these other three counties. This means that

Williamson County is more like less-urbanized Hays and Bell Counties than it is like the very densely urbanized Travis County (see Exhibit K, and Exhibit S).

From the standpoint of urbanization, Williamson County more closely resembles the development patterns in Hays and Bell Counties than it does Travis County. For example, the largest city in Williamson County is Round Rock with a population of 95.4 thousand. This is one-seventh the size of the largest city in Travis County and 85 percent of the largest city in Bell County. However, when we look further down the list to other urban centers in counties inside and outside the Austin-Round Rock MSA, GDS found cities of comparable size in Williamson and Bell Counties.

| <b>Table 3.3.1: 2007 Population Density and Degree of Urbanization Data</b> |                                  |                       |                        |                      |                    |                      |                          |                    |
|-----------------------------------------------------------------------------|----------------------------------|-----------------------|------------------------|----------------------|--------------------|----------------------|--------------------------|--------------------|
| <b>Characteristic Data</b>                                                  |                                  | <b>Bastrop County</b> | <b>Caldwell County</b> | <b>Burnet County</b> | <b>Hays County</b> | <b>Travis County</b> | <b>Williamson County</b> | <b>Bell County</b> |
| <b>Surface Area</b>                                                         | <b>square miles</b>              | <b>896</b>            | <b>547</b>             | <b>1,020</b>         | <b>680</b>         | <b>1,022</b>         | <b>1,136</b>             | <b>1,087</b>       |
| <b>2007 Total Population</b>                                                | <b>1,000's</b>                   | <b>73.78</b>          | <b>37.69</b>           | <b>44.34</b>         | <b>133.82</b>      | <b>938.87</b>        | <b>370.32</b>            | <b>261.58</b>      |
| <b>Largest City Population</b>                                              | <b>1,000's</b>                   | 9.5                   | 13.6                   | 7.3                  | 49.6               | 727.2                | 95.4                     | 112.4              |
| <b>2<sup>nd</sup> Largest City Population</b>                               | <b>1,000's</b>                   | 7.8                   | 5.4                    | 5.7                  | 23.9               | 34.4                 | 56.7                     | 58.3               |
| <b>3<sup>rd</sup> Largest City Population</b>                               | <b>1,000's</b>                   | 4.4                   | 1.1                    | 2.8                  | 5.6                | 10.6                 | 46.8                     | 24.5               |
| <b>4<sup>th</sup> Largest City Population</b>                               | <b>1,000's</b>                   | 1.0                   | 0.7                    | 1.4                  | 2.8                | 3.1                  | 22.8                     | 17.3               |
| <b>Balance of Population</b>                                                | <b>1,000's</b>                   | 51.1                  | 16.9                   | 27.1                 | 51.9               | 163.6                | 148.6                    | 49.1               |
| <b>Population Density</b>                                                   | <b>People per mi<sup>2</sup></b> | <b>82</b>             | <b>69</b>              | <b>43</b>            | <b>198</b>         | <b>919</b>           | <b>326</b>               | <b>240</b>         |

Source: 2007 Census Bureau - The County Information Project's on-line Database.

#### **Finding 4: Traffic and commuting patterns (Factor 4)**

**About 165 thousand workers reside in Williamson County compared to 417 thousand workers who live in Travis County. Of the Williamson County workers, almost 55 percent commute into Travis County while almost 27 percent commute to work inside the County. Of the Travis County workers, 79 percent work inside Travis County while 5 percent commute to work in Williamson County.**

To compare the traffic and commuting patterns in Williamson County with that of the Austin-Round Rock MSA counties, GDS accomplished the following tasks:

- Reviewed US Census Bureau and Texas Secretary of State Census data from 2000 as well as projected estimates to date.
- Extracted census data relative to traffic and commuting patterns within Williamson County and the adjacent counties.
- Identified major highways and road activities in the area.
- Demonstrated that, while there may be a marginal amount of commuting between residences in Williamson County and the immediately adjacent counties (e.g., Montgomery, Liberty, Polk, Trinity, and Walker), there is almost no commuting between Williamson County and Harris County which is the core of the Austin-Round Rock MSA.

Williamson County covers 1,136 square miles and is situated in Central Texas, with its nearest border about 15 miles north-northeast of downtown Austin. Interstate Highway 35 is the principle transportation route through the center of the county for about 12 miles. State Highway (SH) 29 runs east to west through Georgetown while RR 1431 runs east to west from midway between Round Rock and Georgetown to Cedar Park. US Highway 183 transects Williamson County on the western half of the county from northwest Austin to Cedar Park and on to Leander and Lampasas.

State Highways 130 and 45 as well as Loop 1 are toll roads in Williamson County. SH130 splits from IH35 north of Georgetown and runs parallel to IH 35 but to the east of Georgetown, Round Rock, and Pflugerville. SH45 runs east to west connecting SH130 to US 183 and Loop1. Loop 1 runs north to south connecting Round Rock to Austin. The rest of the county's paved roads are farm-to-market roads and state highways. Figure 2.3.1 from Exhibit F below describes the general layout of Williamson County.

Currently, 373,363 people live in Williamson County. Georgetown is the county seat and has 46,867 residents. Round Rock is the largest city with a population of 95,444 while Cedar Park has 56,724 residents (Williamson County profile, see Exhibit N). The Williamson County profile lists 16 cities that are wholly or partly in the County boundaries. The balance of the county living in unincorporated areas amounts to 100,396 people or approximately 27 percent of the county's residents.

According to a recent study conducted by the Capitol Area Metropolitan Planning Organization (CAMPO) (see Exhibit L), about 165 thousand workers reside in Williamson County compared to 417 thousand workers who live in Travis County. Of the Williamson County workers, almost 55 percent commute into Travis County while almost 27 percent commute to work inside the County. Of the Travis County workers, 79

percent work inside Travis County while 5 percent commute to work in Williamson County.

In the OMB decision to use commuting patterns as a basis for inclusion in a CBSA (either MeSA or MiSA), they said: “OMB accepted the Review Committee's recommendation to use data on journey to work, or commuting, as the basis for grouping counties together to form CBSAs (i.e., to qualify “outlying counties”). OMB accepted the Review Committee's recommendation to qualify a county as an outlying county if (a) at least 25 percent of the employed residents of the county work in the CBSA's central county or counties, or (b) at least 25 percent of the jobs in the potential outlying county are accounted for by workers who reside in the CBSA's central county or counties. OMB also accepted the Review Committee's recommendation not to use measures of settlement structure, such as population density, to qualify outlying counties for inclusion in CBSAs.” See page 82233 of Exhibit A.

Table 3.4.1 below illustrates the flow of commuting traffic into and out of the five counties that comprise the A-RR MSA. Travis County residents work almost exclusively within Travis County while a 29 to 58 percent of the workers residing in the other four counties commute between their county and Travis County. In the other four counties, the fraction of resident workers commuting within the county is from 37 to 50 percent.

**INSERT PICTURE OF COMMUTING INFO FROM CAP METRO SPREADSHEET**

Table 3.4.1: Commuting flow for counties within the A-RR MSA. See Exhibit L.  
Source: Capitol Area Metro (???) data

Figure 3.5.1 describes the commuting flow between the San Antonio MSA and the A-RR MSA. As the data shows, between 0.7 and 1.4 percent of workers of one MSA commute to the other MSA each day.

**INSERT PICTURE OF COMMUTING INFO FROM CACOG 9/05/08 LETTTER**

Figure 3.5.1: Commuting flow between San Antonio MSA and the A-RR MSA. See Exhibit X.  
Source: Capitol Area Council of Governments September 5, 2008 letter to TCEQ

## **Finding 5: Growth Rates and Patterns (Factor 5)**

**Overall projected population growth from 1990 to 2020 in the A-RR MSA plus Burnet and Bell Counties is 2.71 per year. In absolute numbers, Travis County population over this 30-year period is projected to grow by 561 thousand while the population in Bastrop, Bell, Burnet, Caldwell, Hays, and Williamson Counties is projected to grow by 775 thousand in the same time frame. However, this projected incremental growth in the counties outside Travis County is dispersed over a combined area of 5,366 square miles while the Travis County growth will occur over an area of only 1,022 square miles. The difference in population density growth rates alone represents *almost 4 times* as much of a potential impact on the region's air quality coming from growth in Travis County alone compared to the combined growth in the other six counties.**

Evaluating the expected population growth in Williamson County with that of the Austin-Round Rock MSA counties required that GDS accomplish the following tasks:

- Reviewed US Census Bureau and Texas Secretary of State Census data from 2000 as well as projected estimates to date for population growth and trends.
- Extracted census data relative to population as well as projected population growth areas within Williamson County and the adjacent counties.
- Assessed expected growth for industries and potential employers in the area (i.e., Williamson County and the surrounding counties) and the potential impact of that growth on possible violations of the 2008 eight-hour ozone standard.
- Demonstrated that current and expected population growth for the Williamson County is not sufficient to create an adverse impact on air quality in Williamson County and the surrounding counties.

Currently, 373,363 people live in the Williamson County. The largest city in the county is Round Rock with a population of 95,444 (Williamson County profile, see Exhibit N). From the data presented in Tables 3.5.1 and 3.5.2, GDS observed that the compounded 30-year growth rates in population between 1990 and 2020 are estimated at:

- Bastrop County – 3.24%
- Bell County – 1.53%
- Burnet County – 3.36%
- Caldwell County – 2.13%
- Hays County – 3.31%
- Travis County – 2.27%
- Williamson County – 4.78%

GDS compared the average of six counties (Bastrop, Bell, Burnet, Caldwell, Hays, and Williamson Counties) that are either part of the A-RR MSA or are immediately adjacent to Williamson County with Travis County that is also part of the A-RR MSA to determine if there were substantial differences. The composite annual growth rate in the six counties is 3.23% compared to 2.27% annual growth rate in Travis County. However,



the absolute 30-year growth in the population in Travis County alone is projected at 561 ***thousand*** compared to total of 775 ***thousand*** in Bastrop, Bell, Burnet, Caldwell, Hays, and Williamson Counties over the same period of time.

In Travis County alone, this growth translates into an increase in population density 549 people per square mile compared to 919 people per square mile in 2007. In the other six counties, the projected population growth translates into an increase in population density of 144 people per square mile compared to 172 people per square mile in 2007. The difference in population density growth rates alone represents ***almost 4 times*** as much of a potential impact on the region's air quality coming from growth in Travis County alone compared to the combined growth in the other six counties. See Table 3.5.3.

**Table 3.5.1: 1990 to 2020 Population Data and Projections in Thousands.**

| <b>Year</b> | <b>Bastrop<br/>County</b> | <b>Caldwell<br/>County</b> | <b>Burnet<br/>County</b> | <b>Hays<br/>County</b> | <b>Travis<br/>County</b> | <b>Williamson<br/>County</b> | <b>Bell<br/>County</b> |
|-------------|---------------------------|----------------------------|--------------------------|------------------------|--------------------------|------------------------------|------------------------|
| <b>1990</b> | 38.26                     | 26.28                      | 22.65                    | 65.77                  | 581.02                   | 140.57                       | 191.65                 |
| <b>1991</b> | 38.87                     | 26.41                      | 22.71                    | 67.13                  | 602.11                   | 146.17                       | 190.66                 |
| <b>1992</b> | 40.04                     | 26.60                      | 22.97                    | 68.64                  | 624.95                   | 152.62                       | 192.95                 |
| <b>1993</b> | 41.38                     | 27.01                      | 23.76                    | 70.87                  | 649.23                   | 161.30                       | 205.07                 |
| <b>1994</b> | 43.43                     | 27.57                      | 25.23                    | 74.78                  | 671.76                   | 171.39                       | 221.13                 |
| <b>1995</b> | 45.81                     | 28.91                      | 27.41                    | 78.96                  | 696.28                   | 181.61                       | 224.09                 |
| <b>1996</b> | 48.74                     | 29.55                      | 28.82                    | 82.01                  | 717.19                   | 195.55                       | 228.42                 |
| <b>1997</b> | 51.06                     | 30.21                      | 30.06                    | 85.90                  | 736.59                   | 207.51                       | 230.44                 |
| <b>1998</b> | 53.07                     | 30.76                      | 31.33                    | 89.98                  | 761.34                   | 220.43                       | 233.37                 |
| <b>1999</b> | 55.68                     | 31.49                      | 33.02                    | 93.62                  | 788.50                   | 236.61                       | 233.89                 |
| <b>2000</b> | 58.31                     | 32.48                      | 34.52                    | 99.01                  | 819.90                   | 255.04                       | 238.76                 |
| <b>2001</b> | 61.47                     | 33.80                      | 36.02                    | 104.42                 | 843.20                   | 276.91                       | 240.75                 |
| <b>2002</b> | 64.25                     | 34.85                      | 37.56                    | 111.19                 | 846.60                   | 290.58                       | 244.71                 |
| <b>2003</b> | 66.78                     | 35.51                      | 38.74                    | 115.59                 | 854.28                   | 303.85                       | 248.93                 |
| <b>2004</b> | 68.43                     | 36.34                      | 40.24                    | 119.26                 | 869.36                   | 318.10                       | 249.75                 |
| <b>2005</b> | 69.81                     | 36.54                      | 41.49                    | 124.43                 | 889.54                   | 334.38                       | 254.37                 |
| <b>2006</b> | 71.68                     | 36.72                      | 42.90                    | 130.33                 | 921.01                   | 353.83                       | 257.90                 |
| <b>2007</b> | 73.78                     | 37.69                      | 44.34                    | 133.82                 | 938.87                   | 370.32                       | 261.58                 |
| <b>2008</b> | 75.70                     | 38.56                      | 45.67                    | 136.99                 | 954.36                   | 385.89                       | 264.61                 |
| <b>2009</b> | 77.60                     | 39.42                      | 47.00                    | 140.12                 | 969.69                   | 401.38                       | 267.61                 |
| <b>2010</b> | 79.50                     | 40.29                      | 48.32                    | 143.25                 | 984.99                   | 416.84                       | 270.61                 |
| <b>2011</b> | 81.40                     | 41.16                      | 49.64                    | 146.41                 | 1000.44                  | 432.35                       | 273.67                 |
| <b>2012</b> | 83.32                     | 42.03                      | 50.98                    | 149.58                 | 1016.06                  | 447.92                       | 276.79                 |
| <b>2013</b> | 85.26                     | 42.92                      | 52.32                    | 152.78                 | 1031.88                  | 463.58                       | 279.97                 |
| <b>2014</b> | 87.18                     | 43.79                      | 53.66                    | 155.95                 | 1047.45                  | 479.11                       | 283.09                 |
| <b>2015</b> | 89.12                     | 44.68                      | 55.01                    | 159.17                 | 1063.37                  | 494.80                       | 286.32                 |
| <b>2016</b> | 91.06                     | 45.56                      | 56.35                    | 162.38                 | 1079.24                  | 510.46                       | 289.54                 |
| <b>2017</b> | 93.01                     | 46.45                      | 57.71                    | 165.61                 | 1095.25                  | 526.18                       | 292.80                 |
| <b>2018</b> | 94.96                     | 47.34                      | 59.06                    | 168.84                 | 1111.23                  | 541.89                       | 296.07                 |
| <b>2019</b> | 96.89                     | 48.23                      | 60.40                    | 172.03                 | 1127.00                  | 557.50                       | 299.28                 |
| <b>2020</b> | 98.84                     | 49.11                      | 61.75                    | 175.24                 | 1142.92                  | 573.17                       | 302.55                 |

Source: Woods &amp; Poole Economics, Inc – 2007 State Profile

**Table 3.5.2: 1990 to 2020 Population Growth Rate Data and Projections in Percent.**

| <b>Year</b> | <b>Bastrop<br/>County</b> | <b>Caldwell<br/>County</b> | <b>Burnet<br/>County</b> | <b>Hays<br/>County</b> | <b>Travis<br/>County</b> | <b>Williamson<br/>County</b> | <b>Bell<br/>County</b> |
|-------------|---------------------------|----------------------------|--------------------------|------------------------|--------------------------|------------------------------|------------------------|
| <b>1990</b> | -0.62                     | -2.03                      | -0.34                    | 0.53                   | 2.69                     | 3.45                         | 1.26                   |
| <b>1991</b> | 1.57                      | 0.48                       | 0.25                     | 2.02                   | 3.50                     | 3.83                         | -0.52                  |
| <b>1992</b> | 2.91                      | 0.73                       | 1.12                     | 2.20                   | 3.65                     | 4.23                         | 1.19                   |
| <b>1993</b> | 3.25                      | 1.52                       | 3.34                     | 3.16                   | 3.74                     | 5.38                         | 5.91                   |
| <b>1994</b> | 4.72                      | 2.02                       | 5.81                     | 5.23                   | 3.35                     | 5.89                         | 7.26                   |
| <b>1995</b> | 5.19                      | 4.63                       | 7.97                     | 5.29                   | 3.52                     | 5.63                         | 1.32                   |
| <b>1996</b> | 6.01                      | 2.17                       | 4.88                     | 3.72                   | 2.92                     | 7.13                         | 1.90                   |
| <b>1997</b> | 4.54                      | 2.19                       | 4.12                     | 4.53                   | 2.63                     | 5.76                         | 0.87                   |
| <b>1998</b> | 3.78                      | 1.80                       | 4.05                     | 4.53                   | 3.25                     | 5.86                         | 1.26                   |
| <b>1999</b> | 4.70                      | 2.29                       | 5.12                     | 3.89                   | 3.45                     | 6.84                         | 0.22                   |
| <b>2000</b> | 4.51                      | 3.06                       | 4.36                     | 5.44                   | 3.83                     | 7.23                         | 2.04                   |
| <b>2001</b> | 5.13                      | 3.91                       | 4.17                     | 5.18                   | 2.76                     | 7.90                         | 0.83                   |
| <b>2002</b> | 4.33                      | 3.00                       | 4.10                     | 6.08                   | 0.40                     | 4.71                         | 1.61                   |
| <b>2003</b> | 3.79                      | 1.87                       | 3.03                     | 3.81                   | 0.90                     | 4.37                         | 1.70                   |
| <b>2004</b> | 2.42                      | 2.27                       | 3.73                     | 3.08                   | 1.73                     | 4.48                         | 0.33                   |
| <b>2005</b> | 1.98                      | 0.57                       | 3.02                     | 4.16                   | 2.27                     | 4.87                         | 1.81                   |
| <b>2006</b> | 2.61                      | 0.48                       | 3.28                     | 4.52                   | 3.42                     | 5.50                         | 1.37                   |
| <b>2007</b> | 2.85                      | 2.57                       | 3.25                     | 2.61                   | 1.90                     | 4.45                         | 1.41                   |
| <b>2008</b> | 2.53                      | 2.26                       | 2.92                     | 2.31                   | 1.62                     | 4.03                         | 1.15                   |
| <b>2009</b> | 2.45                      | 2.19                       | 2.82                     | 2.24                   | 1.58                     | 3.86                         | 1.12                   |
| <b>2010</b> | 2.39                      | 2.14                       | 2.73                     | 2.19                   | 1.55                     | 3.71                         | 1.11                   |
| <b>2011</b> | 2.34                      | 2.11                       | 2.68                     | 2.15                   | 1.54                     | 3.59                         | 1.12                   |
| <b>2012</b> | 2.30                      | 2.08                       | 2.62                     | 2.12                   | 1.54                     | 3.48                         | 1.13                   |
| <b>2013</b> | 2.27                      | 2.06                       | 2.57                     | 2.10                   | 1.53                     | 3.38                         | 1.14                   |
| <b>2014</b> | 2.20                      | 1.99                       | 2.48                     | 2.03                   | 1.49                     | 3.24                         | 1.10                   |
| <b>2015</b> | 2.18                      | 1.99                       | 2.45                     | 2.02                   | 1.50                     | 3.17                         | 1.13                   |
| <b>2016</b> | 2.13                      | 1.94                       | 2.39                     | 1.98                   | 1.47                     | 3.07                         | 1.11                   |
| <b>2017</b> | 2.10                      | 1.92                       | 2.34                     | 1.95                   | 1.46                     | 2.99                         | 1.12                   |
| <b>2018</b> | 2.05                      | 1.88                       | 2.29                     | 1.91                   | 1.44                     | 2.90                         | 1.10                   |
| <b>2019</b> | 1.99                      | 1.83                       | 2.22                     | 1.86                   | 1.40                     | 2.80                         | 1.07                   |
| <b>2020</b> | 1.97                      | 1.81                       | 2.18                     | 1.84                   | 1.39                     | 2.73                         | 1.08                   |

Source: Woods &amp; Poole Economics, Inc – 2007 State Profile

| <b>Figure 3.5.3: Summary of Population Growth Data from 1990 to 2020</b> |                              |                            |                          |                        |                        |                              |                          |
|--------------------------------------------------------------------------|------------------------------|----------------------------|--------------------------|------------------------|------------------------|------------------------------|--------------------------|
| <b>Type of Data</b>                                                      | <b>County-by-County Data</b> |                            |                          |                        |                        |                              |                          |
|                                                                          | <b>Bastrop<br/>County</b>    | <b>Caldwell<br/>County</b> | <b>Burnet<br/>County</b> | <b>Hays<br/>County</b> | <b>Bell<br/>County</b> | <b>Williamson<br/>County</b> | <b>Travis<br/>County</b> |
| 2020 Projected<br>Population (1,000)                                     | 99                           | 49                         | 62                       | 175                    | 303                    | 573                          | 1,142                    |
| 1990 Actual<br>Population (1,000)                                        | 38                           | 26                         | 23                       | 66                     | 192                    | 141                          | 581                      |
| 30-Year Growth<br>(1,000)                                                | 61                           | 23                         | 39                       | 109                    | 111                    | 432                          | 561                      |
|                                                                          |                              |                            |                          |                        |                        |                              |                          |
| Ratio of 2020<br>Projection to 1990<br>Census                            | 2.6053                       | 1.8846                     | 2.6956                   | 2.6515                 | 1.5781                 | 4.0638                       | 1.9656                   |
|                                                                          |                              |                            |                          |                        |                        |                              |                          |
| Compounded Annual<br>Growth Rate (%)                                     | 3.24                         | 2.13                       | 3.36                     | 3.31                   | 1.53                   | 4.78                         | 2.27                     |
|                                                                          |                              |                            |                          |                        |                        |                              |                          |
| Area 2020 Projected<br>Population (1,000)                                | <b>1,261</b>                 |                            |                          |                        |                        |                              | <b>1,142</b>             |
| Area 1990 Actual<br>Population (1,000)                                   | <b>486</b>                   |                            |                          |                        |                        |                              | <b>581</b>               |
| Area 30-Year Growth<br>(1,000)                                           | <b>775</b>                   |                            |                          |                        |                        |                              | <b>561</b>               |
| Ratio of 2020<br>Projection to 1990<br>Census                            | <b>2.5947</b>                |                            |                          |                        |                        |                              | <b>1.9656</b>            |
|                                                                          |                              |                            |                          |                        |                        |                              |                          |
| Compounded Annual<br>Growth Rate (%)                                     | <b>3.23</b>                  |                            |                          |                        |                        |                              | <b>2.27</b>              |

## **Finding 6: Meteorology (weather/transport patterns) (Factor 6)**

**The prevailing wind flow in the area is from a southerly-to-southeasterly direction during the ozone formation season. What little air transport that occurs between Williamson County and the Travis County is more likely from Travis County to Williamson County. Because of the prevailing southerly-to-southeasterly wind direction, it is much more likely that pollution comes into Williamson County from Travis County rather than the other way around.**

To assess the potential impacts of meteorology on air quality, GDS accomplished the following tasks:

- Reviewed wind rose and other available weather data from Williamson County and the surrounding counties.
- Described and evaluated air quality trends in the area that effect air quality.
- Characterized the relationships between individual meteorological parameters and ozone.
- Demonstrate wind direction in the surrounding area.

Figures 3.6.1 through 3.6.2 illustrates the direction of surface wind movement in Austin and Waco from 1984 to 1992 (see Exhibit U). Air quality and transportation planners use to help predict long-term air quality, estimate the transport of airborne COC, and lay out airports. This information came from: TCEQ Web Site: [www.tceq.state.tx.us/.../monitoring/air/monops/windroses.html](http://www.tceq.state.tx.us/.../monitoring/air/monops/windroses.html). These wind roses were made using software (WRPLOT) and data from 1984 through 1992 that was obtained from the USEPA.

From these wind roses, the prevailing winds from the area airports are as follows:

- Austin-Bergstrom International Airport (ABIA) – predominantly from the south to southeast towards the north to north west (41 percent combined) and north to north-northeast towards the south to south-southwest (15 percent combined)
- Waco – predominantly from the south-southeast to north-northwest (43 percent combined) and from the north towards the south (10 percent)

Figure 3.6.3 is an aerial photo of Central Texas (see Exhibit V). This photo illustrates the bracketing of Williamson County by the weather stations in Waco (north) and Austin (south). From this figure and the prevailing wind patterns, what little air transport that occurs between Williamson County and Travis County is more likely from Travis County to Williamson County rather than the other way around.

However, because of the prevailing southerly-to-southeasterly wind direction, it is much more likely that pollution comes into Williamson County from Travis County rather than the other way around. According to the Capitol Area Council of Governments letter to the TCEQ in September 2008 (See Exhibit X), the results of air modeling for the A-RR projected a substantial transport of ozone and ozone precursors into the area from anthropogenic and biogenic sources. The study observed background ozone level of between 65 and 75 ppb so that any transport of ozone into the area either through winds or transient vehicles makes it very difficult to avoid exceedances of the 75 ppb standard.

There are 18 permitted point sources in Travis County compared to only 5 in Williamson County. In addition, the sources in Travis County emit a combined 2,889 tons of NO<sub>x</sub> and VOC per year compared to 77 tons of NO<sub>x</sub> and VOC per year for permitted sources in Williamson County. Therefore, with 3.6 times as many permitted point sources and 40 times as many emissions of ozone precursors, it is far more likely that Travis County sources adversely affect Williamson County than the converse.

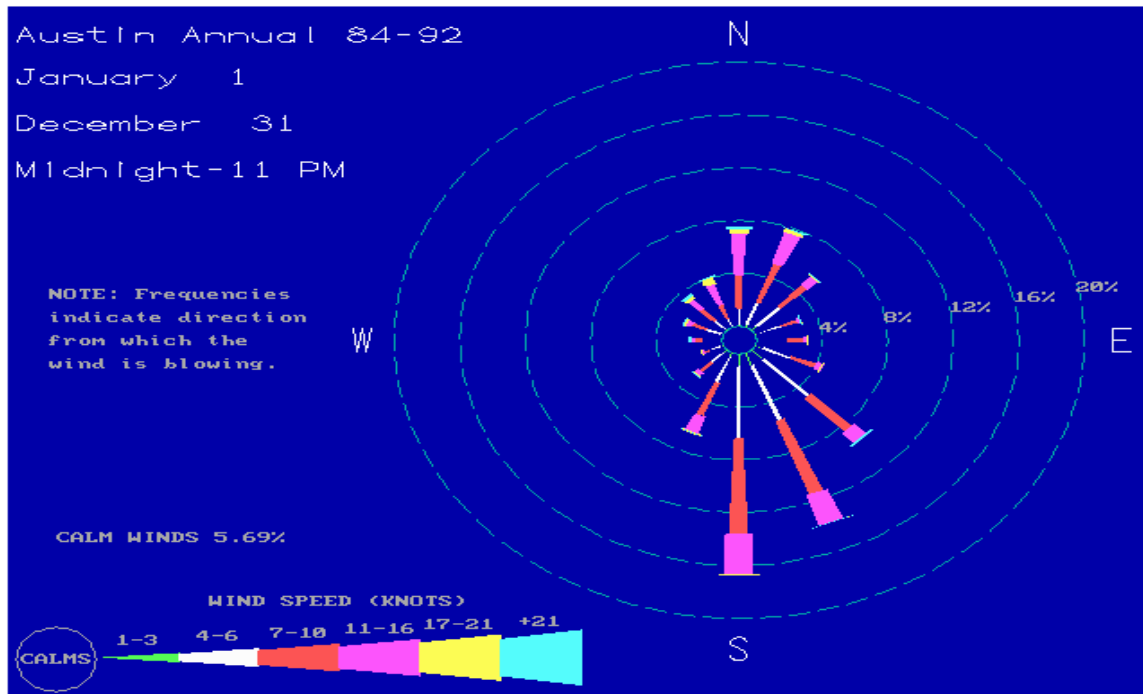


Figure 3.6.1: Wind Direction Movement at Austin



INSERT MAP OF CENTRAL TEXAS FROM HAYS AND CALDWELL COUNTY NORTH TO MC LENNAN COUNTY SHOWING WACO AIRPORT AND ABIA ALONG WITH AREA COUNTY BOUNDARIES AND NAMES DISPLAYED.

Figure 3.6.3: Location of Wind Data Collection Sites compared to Williamson County.



**Finding 7: Geography/Topography (mountain ranges or other air basin boundaries) (Factor 7)**

**Williamson County covers 1,136 square miles and is situated in Central Texas, with its southern boundary about 15 miles north-northeast of downtown Austin. Except for moderately urbanized areas along IH-35 and US-183, the county is largely committed to agriculture. County terrain falls away from a peak elevation of about 1,208 feet at the western most boundary to 400 feet at its eastern most boundary. The aerial photos in Exhibit W show that the topography and geography of Williamson County more closely resembles its neighbors outside Travis County than Travis County itself.**

Comparing the geography and topography in Williamson County and surrounding counties to determine the likely impacts on air quality required that GDS accomplish the following tasks:

- Reviewed aerial photos and descriptions of the geographic and topographic details of Williamson County and the surrounding counties.
- Developed generalizations about how this geography and topography of Williamson County and the surrounding counties either mitigate or exacerbate air quality.
- Compared geographic and topographic of the proposed revised Non-Attainment Area to postulate how geography and topography interact with meteorology and emissions to affect air quality in the region.
- Demonstrated that Williamson County is primarily ranch and farm land, has few stationary emissions sources, and is moderately urbanized.

Williamson County covers 1,136 square miles and is situated in Central Texas, with its nearest border about 15 miles north-northeast of downtown Austin. Interstate Highway 35 is the principle transportation route through the center of the county for about 12 miles. State Highway (SH) 29 runs east to west through Georgetown while RR 1431 runs east to west from midway between Round Rock and Georgetown to Cedar Park. US Highway 183 transects Williamson County on the western half of the county from northwest Austin to Cedar Park and on to Leander and Lampasas.

As demonstrated earlier, the 1,136 square miles in Williamson County are primarily farm and ranch land, with few permitted point sources, and moderate urbanization that is dwarfed by the urbanization in Travis County. From the work done in support of Finding 5, GDS found that Williamson County is projected to increase at 4.78 percent compounded annual rate from 1990 through 2020.

The county's center is at 30° 38' 38.12" north latitude and 97° 36' 16.78" west longitude at 717 feet above sea level. In general, the county terrain falls away from a peak elevation of about 1,208 feet at the western most boundary to 400 feet at its eastern most boundary. The San Gabriel River runs generally west to east bisecting the county to northern and southern halves. The San Gabriel River is impounded at two places: Lake Georgetown west of Georgetown, Texas and Granger Lake east of Granger, Texas.

Rolling hills characterize the southern county boundary with Travis County. Substantial limestone quarries are distributed in the western and southwestern part of the county.

The western part of the county is largely committed to ranching and the vegetation is mostly grasslands, cedars, and live oak. The eastern part of the County is largely committed to cattle and farming using the rich alluvial soils in the area and principle crops include corn, grain sorghum, cotton, and wheat. See Exhibit W.

Aerial photos from the other six surrounding counties are included in Exhibit W. These aerial photos show that the topography and geography of Williamson County more closely resembles its neighbors outside Travis County than Travis County itself.

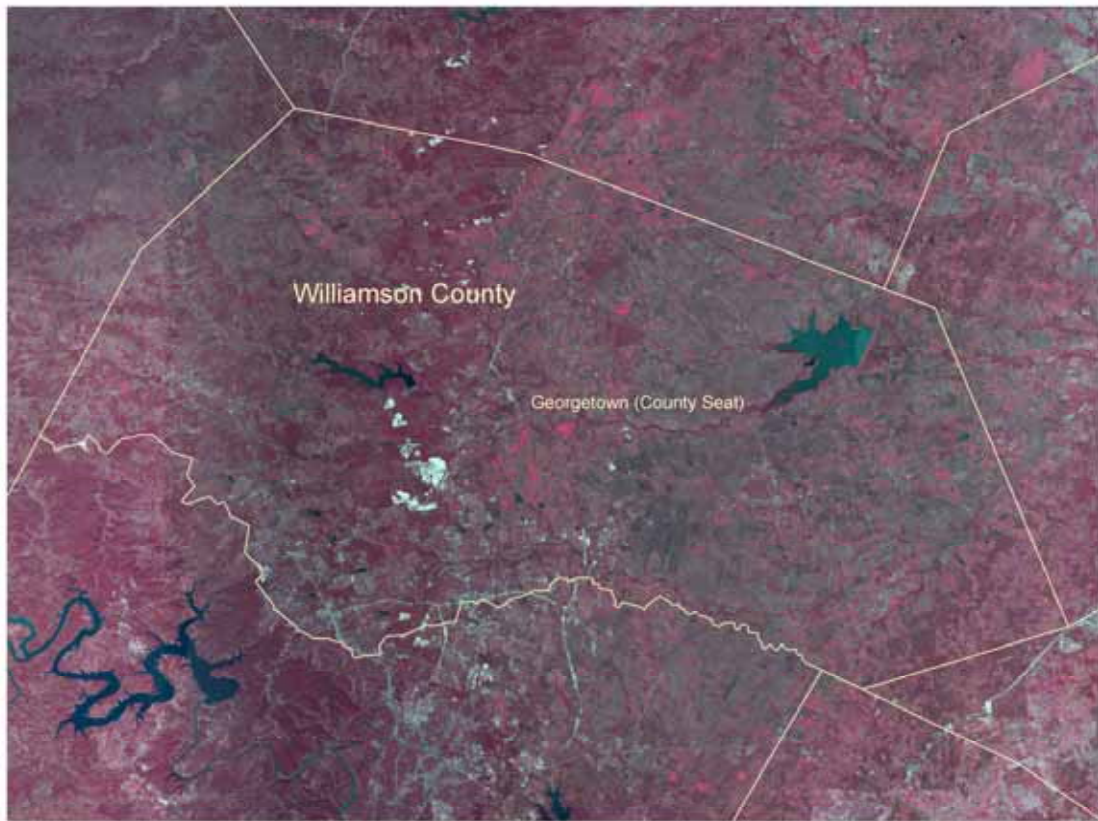


Figure 3.7.1: Aerial photo of Williamson County showing jurisdictional boundaries.

**Finding 8: Jurisdictional boundaries (e.g., counties, air districts, existing non-attainment areas, reservations, metropolitan planning organizations (MPOs)) (Factor 8)**

**Only one Central Texas county is non-attainment for the 75 ppb eight-hour ozone standard. That county is Travis County. However, four other Central Texas counties (i.e., Williamson, Bastrop, Caldwell, and Hays) are included in the newly formed Austin-Round Rock (A-RR) MSA, but are in attainment with the 75 ppb eight-hour ozone standard. There are active planning efforts and mitigation efforts being conducted by: the Capital Area Council of Governments, Clean Air Task Force of Central Texas, Capitol Area Metropolitan Planning Organization, and Capitol Metro transportation system. There have been as many as seven O<sub>3</sub> monitors in the eight-county Austin-Round Rock MSA. However, only two of these monitors remain in current service. The active planning efforts by local agencies show an ability to reduce and maintain ozone levels below the 75 ppb standard.**

Identifying the jurisdictional boundaries of the counties involved and their ability to control air emissions and air quality within their jurisdiction required that GDS accomplish the following tasks:

- List all counties in the Austin-Round Rock MSA and map their boundaries as well as the NO<sub>x</sub> and VOC emissions and monitored O<sub>3</sub> design values within their jurisdictions.
- List all counties surrounding Williamson County and map their boundaries as well as the NO<sub>x</sub> and VOC emissions and monitored O<sub>3</sub> design values within their jurisdictions.
- Determine the degree to which NO<sub>x</sub> and VOC emissions within a county are related to the level of ozone monitored in the area.

Five counties in the A-RR MSA formed by the OMB in 2003 include: Travis, Williamson, Bastrop, Caldwell, and Hays (see Figure 3.8.1). Taking their lead from this economic realignment, USEPA proposed to adopt this same alignment for a redefined Austin-Round Rock MSA with the implementation of the new 8-hour ozone NAAQS.

Six counties immediately adjacent to Williamson County include: Burnet, Bell, Milam, Lee, Bastrop, and Travis Counties. As mentioned earlier, Burnet, Bell, Milam, and Lee Counties are A-RR MSA while Bastrop, Caldwell, and Hays Counties are inside the A-RR MSA (see Figure 3.8.1).

There have been as many as seven O<sub>3</sub> monitors in the five-county A-RR MSA. Of these seven monitors, two monitors are in Travis County, two are in Williamson County, one is Bastrop County, and two are in Hays County. However, all of the monitors outside Travis County were deactivated prior to the end of 2008. There is no O<sub>3</sub> monitor in Caldwell County.

USEPA has long recognized this disparity in the placement of air quality monitors (see Exhibit C). In fact, about 100 MSA in the United States with populations less than 350,000 presently are without any O<sub>3</sub> monitors, and hence they do not have an O<sub>3</sub> design value (see page 16502 of Exhibit C).

Table 3.1.1 of this report shows that, since 2000, the 4<sup>th</sup> highest value monitoring data for seven O<sub>3</sub> monitors in Williamson, Travis, Bastrop, and Hays Counties ranged from 66 to

91 ppb. However, the monitor in Bell County averaged 74 ppb plus or minus 4 percent while the monitor in Bastrop County alone averaged 71 ppb plus or minus 1 percent and the Travis County monitors produced average readings of 82 ppb plus or minus 10 percent and the Williamson County monitors produced average readings of 73 ppb plus or minus 4 percent

A review of the information in USEPA AirData maps of specific countywide emissions maps for existing NO<sub>x</sub> and VOC emissions (see Exhibit H) show that annual emissions of Williamson County sources emit between 26 and 35 tons of NO<sub>x</sub> and between 45 and 78 tons of VOC per year. The combined point source emissions of VOC and NO<sub>x</sub> are 40 times greater than the combined point source emissions of VOC and NO<sub>x</sub> in Williamson County. See Finding 9.

GDS compared the average of six counties (Bastrop, Bell, Burnet, Caldwell, Hays, and Williamson Counties) that are either part of the A-RR MSA or are immediately adjacent to Williamson County with Travis County that is also part of the A-RR MSA to determine if there were substantial differences. The composite annual growth rate in the six counties is 3.23% compared to 2.27% annual growth rate in Travis County. However, the absolute 30-year growth in the population in Travis County alone is projected at 561 **thousand** compared to total of 775 **thousand** in Bastrop, Bell, Burnet, Caldwell, Hays, and Williamson Counties over the same period of time. See Finding 5.

While there are only five stationary sources of NO<sub>x</sub> and VOC in Williamson County, there are also a moderate number of mobile sources as evidenced by population density (326 per square mile). Interstate Highway 35 is the principle transportation route through the center of the county for about 12 miles. State Highway (SH) 29 runs east to west through Georgetown while RR 1431 runs east to west from midway between Round Rock and Georgetown to Cedar Park. US Highway 183 transects Williamson County on the western half of the county from northwest Austin to Cedar Park and on to Leander and Lampasas.

State Highways 130 and 45 as well as Loop 1 are toll roads in Williamson County. SH130 splits from IH35 north of Georgetown and runs parallel to IH 35 but to the east of Georgetown, Round Rock, and Pflugerville. SH45 runs east to west connecting SH130 to US 183 and Loop1. Loop 1 runs north to south connecting Round Rock to Austin. The rest of the county's paved roads are farm-to-market roads and state highways.

About 90 thousand (55 percent) employed residents commute from Williamson County Travis County each day. Another 44 thousand (27 percent) commute within Williamson County. About 330 thousand (79 percent) employed residents commute within Travis County each day. Another 21 thousand (5 percent) commute from Travis County to Williamson County. See Finding 4.

According to an August 25, 2008 letter from the Capitol Area Metropolitan Planning Organization (CAMPO) (see Exhibit Y), explained that the voluntary efforts within the region are significant. In addition, the CAMPO letter said that implementation of the federally mandated fuel and fleet measures should decrease on-road mobile sources significantly by 2015. CAMPO also recommended against linking the A-RR MSA with the San Antonio MSA because of existing independent transportation planning efforts and very low rates (about 1 percent) of commuting between the two areas. Finally, the CAMPO letter observes that the federal timeline ignores the impact of ozone transport

into marginal non-attainment areas from more heavily polluted areas by allowing the more heavily polluted areas more time to come into compliance. See Finding 4.

In reviewing available monitoring data, GDS found that there have been as many as seven O<sub>3</sub> monitors in the five-county A-RR MSA. Of these seven monitors, two monitors are in Travis County, two are in Williamson County, one is Bastrop County, and two are in Hays County. However, all of the monitors outside Travis County were deactivated prior to the end of 2008. There is no O<sub>3</sub> monitor in Caldwell County.

While TCEQ has positioned many air quality monitors in Travis County over time (see Figure 3.3.1 below), relatively few of these monitors kept track of ozone levels. . This low density of O<sub>3</sub> air quality monitors in the Austin-Round Rock MSA stands in stark contrast to the 34 O<sub>3</sub> monitors in Harris County alone. Because the only two ozone monitors in Williamson County have been deactivated, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond.

This makes it difficult to determine with certainty the degree to which emissions in neighboring counties influence Williamson County ozone levels. Given the prevailing meteorological conditions (see Finding 6) and emissions from point sources (see Findings 2 and 9), it is much more likely that ozone levels in Williamson County are adversely effected by transport into Williamson County rather than the other way around.

Available monitoring data throughout the A-RR MSA shows peak 4<sup>th</sup> highest values of 91 ppb in 2002. This level has been on a steady decline to 74 ppb in 2008 despite a 17 percent increase in population over the same time. State monitors installed in Williamson County from 2006 through 2008 appears to indicate that O<sub>3</sub> levels were 76 ppb in 2006 and decreased to 71 ppb in 2007 and 2008 despite a 9 percent increase in population over the same time period.

## **Finding 9: Level of control of emissions sources (Factor 9)**

The prevailing meteorological conditions (i.e., southerly to southeasterly) and the relatively insignificant (i.e., less than 1.2 percent) contribution of Williamson County permitted point sources to the inventory, including Williamson County with Travis County as non-attainment for ozone would provide inconsequential reductions in ozone levels in the non-attainment area. At the same time, the additional controls that would be required as a result of this action would severely constrain, if not eliminate, the ability county to develop its resources and bring some independent economic projects to its jurisdiction and thereby reduce the amount of inter-county (Williamson to Travis) commuting currently be experienced. Inside a non-attainment area that is either marginal or moderate in the degree of non-attainment, new projects that emit as little as 100 tons per year of either NO<sub>x</sub> or VOC are required to install more stringent controls and address offsets for the new emissions. Outside the non-attainment area, only projects producing more than 250 tons per year of a NAAQS pollutant are required to install more stringent controls. Coupling Williamson County to Travis County as a non-attainment area, USEPA will effectively and dramatically reduce the ability of the county to develop vast areas of ranchland and farmland in the county.

Examining the level of emissions controls and therefore the degree to which emissions are currently reduced required that GDS accomplish the following tasks:

- Reviewed the Best Available Control Technology (BACT) or Maximum Available Control Technology (MACT) being applied to common sources in the Austin-Round Rock MSA.
- Reviewed the Best Available Control Technology (BACT) or Maximum Available Control Technology (MACT) being applied to common sources in Williamson County and the adjacent counties not included in the Austin-Round Rock MSA.
- Compared the efficacy of these controls on reducing emissions of NO<sub>x</sub> and VOC as well as improving air quality through reduced O<sub>3</sub> levels.

30 TAC 116.12(16) defines a Major facility as “Any facility that emits or has the potential to emit 100 tons per year or more of the plant-wide applicability limit (PAL) pollutant in an attainment area; or any facility that emits or has the potential to emit the PAL pollutant in an amount that is equal to or greater than the major source threshold for the PAL pollutant in Table I of this section for nonattainment areas.”

30 TAC 116.12(17) defines a Major stationary source as “Any stationary source that emits, or has the potential to emit, a threshold quantity of emissions or more of any air contaminant (including volatile organic compounds (VOCs) for which a national ambient air quality standard has been issued. The major source thresholds are identified in Table I of this section for nonattainment pollutants and the major source thresholds for prevention of significant deterioration pollutants are identified in 40 Code of Federal Regulations (CFR) §51.166(b)(1). A source that emits, or has the potential to emit a federally regulated new source review pollutant at levels greater than those identified in 40 CFR §51.166(b)(1) is considered major for all prevention of significant deterioration pollutants. A major stationary source that is major for VOCs or nitrogen oxides is

considered to be major for ozone. The fugitive emissions of a stationary source shall not be included in determining for any of the purposes of this definition whether it is a major stationary source, unless the source belongs to one of the categories of stationary sources listed in 40 CFR §51.165(a)(1)(iv)(C).”

Table I of the 30 TAC 116.12 on page 46 of this report describes what sources constitute a major source or what amount of emissions rise to a significant level as well as how many offsets are required for sources located in a given non-attainment condition. Please note that sources become “major” at progressively lower levels depending on the degree to which the area’s air quality is impaired. Currently, Austin-Round Rock MSA is designated by the USEPA as Category IV Severe Non-Attainment with the old 8-hour ozone NAAQS. The significant impact of this designation is the requirement of relatively small sources of NO<sub>x</sub> and VOC (larger than 25 tons per year of each) to install stringent environmental controls and buy offsets or reduce other emissions at a rate greater than what will be emitted from the new source or modification to an existing source. This requirement bears directly on the economic viability of a project.

On the other hand, prevention of significant deterioration (PSD) standards applies to projects in counties that are out side a defined non-attainment area. In the PSD world, a major source is defined by a standard of 250 tons per year of any NAAQS air pollutant. Therefore, by assigning Williamson County to the Austin-Round Rock MSA, USEPA will effectively and dramatically reduce the ability of the county to develop the part of its land that is available for development. See Exhibit X.

**TABLE I**

**MAJOR SOURCE/MAJOR MODIFICATION EMISSION THRESHOLDS**

| <b>POLLUTANT<br/>DESIGNATION</b>                  | <b>MAJOR SOURCE<br/>THRESHOLD<br/>(tons/yea)r</b> | <b>SIGNIFICANT<br/>LEVEL<sup>2</sup><br/>tons/year</b> | <b>OFFSET RATIO<br/>minimum</b> |
|---------------------------------------------------|---------------------------------------------------|--------------------------------------------------------|---------------------------------|
| <b>OZONE (VOC, NO<sub>x</sub>)<sup>3, 6</sup></b> |                                                   |                                                        |                                 |
| <b>I marginal<sup>7</sup></b>                     | 100                                               | 40                                                     | 1.10 to 1                       |
| <b>II moderate</b>                                | 100                                               | 40                                                     | 1.15 to 1                       |
| <b>III serious</b>                                | 50                                                | 25                                                     | 1.20 to 1                       |
| <b>IV severe</b>                                  | 25                                                | 25                                                     | 1.30 to 1                       |
| <b>CO</b>                                         |                                                   |                                                        |                                 |
| <b>I moderate</b>                                 | 100                                               | 100                                                    | 1.00 to 1 <sup>4</sup>          |
| <b>II serious</b>                                 | 50                                                | 50                                                     | 1.00 to 1 <sup>4</sup>          |
| <b>SO<sub>2</sub></b>                             | 100                                               | 40                                                     | 1.00 to 1 <sup>4</sup>          |
| <b>PM<sub>10</sub></b>                            |                                                   |                                                        |                                 |
| <b>I moderate</b>                                 | 100                                               | 15                                                     | 1.00 to 1 <sup>4</sup>          |
| <b>II serious</b>                                 | 70                                                | 15                                                     | 1.00 to 1 <sup>4</sup>          |
| <b>NO<sub>x</sub><sup>5</sup></b>                 | 100                                               | 40                                                     | 1.00 to 1 <sup>4</sup>          |
| <b>Lead</b>                                       | 100                                               | 0.6                                                    | 1.00 to 1 <sup>4</sup>          |

1 – Texas nonattainment area designations are specified in 40 Code of Federal Regulations §81.344.

2 – The significant level is applicable only to existing major sources and shall be evaluated after netting, unless the applicant chooses to apply nonattainment new source review (NNSR) directly to the project. The appropriate netting triggers for existing major sources of NO<sub>x</sub> and VOC are specified in §116.150 of this title (relating to New Major Source or Major Modification in Ozone Non-Attainment Areas) and for other pollutants are equal to the major modification level listed in this table.

3 – VOC and NO<sub>x</sub> are precursors to ozone formation and should be quantified individually to determine whether a source is subject to NNSR under §116.150 of this title. As specified in §116.150 of this title, for El Paso County, the NNSR rules apply to sources of VOC, but not to sources of NO<sub>x</sub>.

4 – The offset ratio is specified to be greater than 1.00 to 1.

VOC = volatile organic compounds



To understand and evaluate the contribution of Williamson County to regional emissions and the impact of regional emissions reduction plans on Williamson County, GDS accomplished the following tasks:

- Reviewed the number of permitted point sources and emissions of NO<sub>x</sub> and VOC from these sources in the Austin-Round Rock MSA since 2000.
- Identify the amounts and methods by which these emissions were reduced since 2000.
- Identify the proposed control strategies for reducing emissions as part of the HGB SIP Modeling.
- Determine the relative impact of these types of reductions on the existing and permitted point sources in Williamson County.

Table 3.9.1 depicts the actual point source VOC and NO<sub>x</sub> emissions for the five counties in the Austin-Round Rock MSA from 2000 through 2006. Bell and Burnet County emissions are also included for a point of reference. When studying this data, it becomes readily apparent that Williamson County is about 100 tons or less of combined VOC and NO<sub>x</sub> per year from permitted point sources. This amounts to little more than 1 percent of the combined 8,030 tons per year of combined NO<sub>x</sub> and VOC coming from permitted point sources throughout the Austin-Round Rock MSA.

The discussion above applies only to point source emissions. As discussed in Finding 4 regarding commuting and traffic issues, mobile source emissions in 2005 accounted for 78 percent of the total anthropogenic NO<sub>x</sub> emissions and 33 percent of the total anthropogenic VOC emissions in the A-RR MSA. In their September 5, 2008 letter (see Exhibit X) to the TCEQ, the Capitol Area Council of Governments described an extensive set of voluntary compliance efforts among their member governments to improve air quality in the region and eliminate the need for designation as a non-attainment area. These efforts include:

- Implementing an Ozone Flex Plan
- Cementing inter-county cooperation in the Early Action Compact
- Using measures such as vehicle inspection and maintenance programs, locally enforced heavy vehicle idling limits, power plant emission reductions, and 200 other locally implemented measures to reduce NO<sub>x</sub> and VOC emissions.

According to the Capitol Area Council of Governments letter, the ozone monitoring data shows that the level of ozone in 2007 was one part per billion lower than it was in 1997 despite the fact that population in the area has increased from about 700 thousand in 1997 to 1.55 million in 2007. After peaking at 89 ppb in 1999 and 2000, the measured ozone in the area dropped steadily over the next seven years to 80 ppb. Citing the Texas Transportation Institute research and the results of air modeling for the A-RR MSA, the Capitol Area Council of Governments projected a substantial decrease in on-road mobile source emissions of VOC and NO<sub>x</sub> from a combined 99.5 tons per year in 2007 to 47.2 tons per year in 2015 to 33.7 tons per year in 2030.

Given the prevailing meteorological conditions described elsewhere in this report and the relatively insignificant contribution of Williamson County permitted point sources to the inventory, including Williamson County in the non-attainment area based on the Austin-Round Rock MSA would provide inconsequential reductions in ozone levels in the non-

attainment area. At the same time, the additional controls that would be required as a result of this action would severely constrain, if not eliminate, the ability county to develop its resources and bring some independent economic projects to its jurisdiction.

| <b>Table 3.9.1: Regional Point Source Emissions Reductions</b> |                       |             |                           |                            |                          |                        |                          |                              |                        |
|----------------------------------------------------------------|-----------------------|-------------|---------------------------|----------------------------|--------------------------|------------------------|--------------------------|------------------------------|------------------------|
| <b>Characteristic Data</b>                                     |                       |             | <b>Bastrop<br/>County</b> | <b>Caldwell<br/>County</b> | <b>Burnet<br/>County</b> | <b>Hays<br/>County</b> | <b>Travis<br/>County</b> | <b>Williamson<br/>County</b> | <b>Bell<br/>County</b> |
| <b>Permitted<br/>Sources</b>                                   |                       | <b>each</b> | <b>8</b>                  | <b>2</b>                   | <b>0</b>                 | <b>4</b>               | <b>18</b>                | <b>5</b>                     | <b>10</b>              |
| <b>2000</b>                                                    | <b>VOC</b>            | tpy         | 155.75                    | 19.98                      | 0                        | 247.77                 | 545.04                   | 51.34                        | 817.74                 |
|                                                                | <b>NO<sub>x</sub></b> | tpy         | 2,693.34                  | 888.58                     | 0                        | 2,831.80               | 3,865.35                 | 33.50                        | 146.95                 |
| <b>2001</b>                                                    | <b>VOC</b>            | tpy         | 187.44                    | 13.87                      | 0                        | 298.64                 | 416.34                   | 44.93                        | 673.47                 |
|                                                                | <b>NO<sub>x</sub></b> | tpy         | 1,491.99                  | 409.42                     | 0                        | 2,318.82               | 3,050.75                 | 30.80                        | 133.94                 |
| <b>2002</b>                                                    | <b>VOC</b>            | tpy         | 131.91                    | 23.13                      | 0                        | 349.02                 | 364.47                   | 65.67                        | 770.99                 |
|                                                                | <b>NO<sub>x</sub></b> | tpy         | 1,383.47                  | 898.32                     | 0                        | 2,610.76               | 2,390.55                 | 35.0                         | 131.63                 |
| <b>2003</b>                                                    | <b>VOC</b>            | tpy         | 128.17                    | 48.64                      | 0                        | 259.58                 | 337.62                   | 65.56                        | 1,109.67               |
|                                                                | <b>NO<sub>x</sub></b> | tpy         | 1,254.16                  | 1,262.81                   | 0                        | 2,485.16               | 2,506.67                 | 26.60                        | 202.61                 |
| <b>2004</b>                                                    | <b>VOC</b>            | tpy         | 139.11                    | 35.07                      | 0                        | 222.75                 | 376.79                   | 78.21                        | 1,039.42               |
|                                                                | <b>NO<sub>x</sub></b> | tpy         | 989.20                    | 1,768.60                   | 0                        | 2,525.71               | 2,965.14                 | 32.40                        | 197.94                 |
| <b>2005</b>                                                    | <b>VOC</b>            | tpy         | 131.25                    | 54.58                      | 0                        | 263.55                 | 324.58                   | 70.71                        | 840.76                 |
|                                                                | <b>NO<sub>x</sub></b> | tpy         | 953.36                    | 1,152.44                   | 0                        | 2,507.91               | 2,564.32                 | 30.79                        | 158.64                 |
| <b>2006</b>                                                    | <b>VOC</b>            | tpy         | 131.25                    | 54.58                      | 0                        | 263.55                 | 324.58                   | 46.69                        | 840.76                 |
|                                                                | <b>NO<sub>x</sub></b> | tpy         | 953.36                    | 1,152.44                   | 0                        | 2507.91                | 2,564.32                 | 30.79                        | 158.64                 |

Source: TCEQ 2006 Statesum.xls

(<http://www.tceq.state.tx.us/implementation/air/industei/psei/psei.html>)

| Table 3.9.2: Regional Point Source Emissions Reductions |                 |      |                   |                  |                |                  |                      |                  |
|---------------------------------------------------------|-----------------|------|-------------------|------------------|----------------|------------------|----------------------|------------------|
| Characteristic Data                                     |                 |      | Bastrop<br>County | Burnet<br>County | Hays<br>County | Travis<br>County | Williamson<br>County | Belton<br>County |
| Permitted<br>Sources                                    |                 | each |                   |                  |                |                  |                      |                  |
| 2007                                                    | VOC             | tpy  |                   |                  |                |                  |                      |                  |
|                                                         | NO <sub>x</sub> | tpy  |                   |                  |                |                  |                      |                  |
| 2008                                                    | VOC             | tpy  |                   |                  |                |                  |                      |                  |
|                                                         | NO <sub>x</sub> | tpy  |                   |                  |                |                  |                      |                  |
| 2009                                                    | VOC             | tpy  |                   |                  |                |                  |                      |                  |
|                                                         | NO <sub>x</sub> | tpy  |                   |                  |                |                  |                      |                  |
| 2010                                                    | VOC             | tpy  |                   |                  |                |                  |                      |                  |
|                                                         | NO <sub>x</sub> | tpy  |                   |                  |                |                  |                      |                  |
| 2011                                                    | VOC             | tpy  |                   |                  |                |                  |                      |                  |
|                                                         | NO <sub>x</sub> | tpy  |                   |                  |                |                  |                      |                  |
| 2012                                                    | VOC             | tpy  |                   |                  |                |                  |                      |                  |
|                                                         | NO <sub>x</sub> | tpy  |                   |                  |                |                  |                      |                  |

Source: 2012 Future Case HGB SIP modeling data provided by TCEQ.

Note 3.9.2: The VOC and NO<sub>x</sub> data shown for years 2007-2012 are based on report by Dick Karp of TCEQ's Air Modeling Team that reflects an estimated 38.7 percent reduction in VOC and 66.7 percent reduction in NO<sub>x</sub> from 2000 baseline levels to the estimated emissions from 2009 through 2012. For counties in the Austin-Round Rock MSA, point source emissions from 2000 through 2006 are based on actual TCEQ emissions data while emissions in 2007 and 2008 was estimated based on a straight-line reduction between 2006 actual emissions and the levels forecast in 2009 and beyond. Because San Jacinto is not yet included in the Austin-Round Rock MSA, the estimates for 2007 and 2008 are maintained at 2006 inventory levels while the 2009 estimates are based on adding the electric peaking facility emissions in mid year.

## SECTION 4: Conclusions

After a thorough review of the Nine Factors to be considered by USEPA in making the decision whether or not to include Williamson County with Travis County in the Austin-Round Rock Non-attainment Area, there is only one statistic or observation that supports inclusion while there are many others that do not support inclusion.

The only statistic that supports inclusion is the commuting statistic between Williamson County and Travis County inside the Austin-Round Rock MSA. According to CAMPO data, 54.6 percent of the employed residents of Williamson County commute daily to Travis County while 5 percent of Travis County's employed residents commute daily to Williamson County. However, this draw of commuters to Travis County and the core city of Austin, Texas is not unique to Williamson County. Over two-thirds of the employed residents of Hays, Caldwell, Bastrop, Williamson, and Travis Counties work in Travis County (see Exhibit L and Finding 4).

This means that an estimated 90 thousand Williamson County residents commute to Travis County and 119 thousand employed residents of Hays, Caldwell, and Bastrop Counties commute to Travis County each day. However, Travis County has **1.5 times** more employed residents (and potential commuters) than Hays, Caldwell, Bastrop, and Williamson Counties combined. In addition, the portion of employed residents commuting from Hays, Caldwell, Bastrop, and Williamson Counties into Travis County ranges 30 to 55 percent. The OMB standard for establishing a MSA relationship is 25 percent

Therefore, if air pollution from commuters were the only test for whether or not to join a county to Travis County in forming a non-attainment area, clearly Hays, Caldwell, and Bastrop Counties would be included as well as Williamson County. However, the TCEQ staff did not recommend including these three counties in the A-RR Non-Attainment Area. Therefore, the TCEQ staff must have judged the other eight USEPA factors as having more weight

In examining the other eight factors, GDS concluded that the balance of the actual environmental and demographic data **does not support** an adverse environmental connection between Williamson County and Travis County in forming the A-RR Non-Attainment Area. These facts include:

1. There have been as many as seven O<sub>3</sub> monitors in the five-county A-RR MSA. Of these seven monitors, two monitors are in Travis County, two are in Williamson County, one is Bastrop County, and two are in Hays County. However, all of the monitors outside Travis County were deactivated prior to the end of 2008.
2. Available monitoring data throughout the A-RR MSA shows peak 4<sup>th</sup> highest values of 91 ppb in 2002. This level has been on a steady decline to 74 ppb in 2008 despite a 17 percent increase in population over the same time. State monitors installed in Williamson County from 2006 through 2008 appears to indicate that O<sub>3</sub> levels were 76 ppb in 2006 and decreased to 71 ppb in 2007 and 2008 despite a 9 percent increase in population over the same time period.
3. The TCEQ data on permitted point sources (see Exhibit O) shows 18 permitted point sources in Travis County alone compared to 5 respectively in Williamson County. Additionally, Bell County on the north side of Williamson County is home to 5 permitted

point sources while Bastrop, Caldwell, and Hays Counties have a combined 14 permitted point sources.

4. The permitted point source data for Williamson County show combined emissions of VOC and NO<sub>x</sub> ( $\leq 100$  tons per year) that are only a small fraction ( $< 1$  percent) of the emissions in A-RR MSA.

5. Unquantified biogenic emission sources include significant ranching and farming within Williamson County. In addition, there is reason to suspect that ozone and ozone precursors may be transported from sources outside the area into the A-RR MSA.

6. Because the only two ozone monitors in Williamson County have been deactivated, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond.

7. The population density and degree of urbanization in Williamson County more closely resembles Hays and Bell Counties than Travis County. Williamson County's population density of 326 people per square mile is: (1) only 23 percent greater than the average of Bell, Hays, and Williamson Counties, and (2) 35 percent of Travis County. By contrast, Travis County's population density of 919 people per square mile is: (1) 3.5 times greater than the composite density of Hays, Bell, and Williamson Counties; (2) almost 14.5 times greater than the composite density of Bastrop, Burnet, and Caldwell counties; and (3) more than 5 times the composite density of all six of these other counties combined.

8. The largest city in Williamson County is Round Rock at just over 95 thousand people. The largest city in Travis County is Austin at just over 727 thousand people. Austin is more than 7 times bigger than Round Rock and is positioned south of Round Rock in the prevailing wind direction.

9. Overall projected population growth from 1990 to 2020 in the A-RR MSA plus Burnet and Bell Counties is 2.71 per year.

10. In absolute numbers, Travis County population over this 30-year period is projected to grow by 561 thousand while the population in Bastrop, Bell, Burnet, Caldwell, Hays, and Williamson Counties is projected to grow by 775 thousand in the same time frame.

11. However, this projected incremental growth in the counties outside Travis County is dispersed over a combined area of 5,366 square miles while the Travis County growth will occur over an area of only 1,022 square miles.

13. The difference in population density growth rates alone represents ***almost 4 times*** as much of a potential impact on the region's air quality coming from growth in Travis County alone compared to the combined growth in the other six counties.

14. The prevailing wind flow in the area is from a southerly-to-southeasterly direction during the ozone formation season. What little air transport that occurs between Williamson County and the Travis County is more likely from Travis County to Williamson County.

15. Williamson County covers 1,136 square miles and is situated in Central Texas, with its southern boundary about 15 miles north-northeast of downtown Austin. Except for moderately urbanized areas along IH-35 and US-183, the county is largely committed

to agriculture. County terrains falls away from a peak elevation of about 1,208 feet at the western most boundary to 400 feet at its eastern most boundary.

16. The aerial photos in Exhibit W show that the topography and geography of Williamson County more closely resembles its neighbors outside Travis County than Travis County itself. Geological and geographical features such as deep valleys and mountain ranges or plateaus conducive to the formation of air pollution do not appear to be present in Williamson County.

17. Only one Central Texas county is non-attainment for the 75 ppb eight-hour ozone standard. That county is Travis County. However, four other Central Texas counties (i.e., Williamson, Bastrop, Caldwell, and Hays) are included in the newly formed Austin-Round Rock (A-RR) MSA, but are in attainment with the 75 ppb eight-hour ozone standard.

18. There are active planning efforts and mitigation efforts being conducted by: the Capital Area Council of Governments, Clean Air Task Force of Central Texas, Capitol Area Metropolitan Planning Organization, and Capitol Metro transportation system. The active planning efforts by local agencies show an ability to reduce and maintain ozone levels below the 75 ppb standard.

19. The prevailing meteorological conditions (i.e., southerly to southeasterly) and the relatively insignificant (i.e., less than 1.2 percent) contribution of Williamson County permitted point sources to the inventory, including Williamson County with Travis County as non-attainment for ozone would provide inconsequential reductions in ozone levels in the non-attainment area.

20. At the same time, the additional controls that would be required as a result of this action would severely constrain, if not eliminate, the ability county to develop its resources and bring some independent economic projects to its jurisdiction and thereby reduce the amount of inter-county (Williamson to Travis) commuting currently be experienced. Inside a non-attainment area that is either marginal or moderate in the degree of non-attainment, new projects that emit as little as 100 tons per year of either NO<sub>x</sub> or VOC are required to install more stringent controls and address offsets for the new emissions. Outside the non-attainment area, only projects producing more than 250 tons per year of a NAAQS pollutant are required to install more stringent controls. Coupling Williamson County to Travis County as a non-attainment area, USEPA will effectively and dramatically reduce the ability of the county to develop vast areas of ranchland and farmland in the county.

At their December 10, 2008 agenda session, the TCEQ Commissioners raised questions about why the TCEQ staff would not consider air quality data provided by non-state monitors in the absence of state monitors. As stated earlier in this report the state removed its two Williamson County monitors as well as the monitors in Bastrop and Hays Counties from service in December 2008. Without local monitoring data in Williamson County, it is next to impossible to say with any absolute scientific certainty (1) the actual ozone level in Williamson County, (2) the impact of its emissions on the Travis County Non-Attainment Area, or (3) the impact of the Travis County Non-Attainment Area on Williamson County. Instead, state officials will only be able to infer from modeling rather than measure ozone levels in Williamson County in 2009 and beyond.

Given (1) the chilling effect that being included in the Travis County Non-Attainment Area would have on the ability of Williamson County to grow and develop its resources in the long term and (2) the fact that voluntary efforts in the region have resulted in ozone levels below the 75 ppb standard everywhere but Travis County, it makes a lot of sense to base the decision on ***actual, measured environmental data*** rather than a ***superficial economic statistic*** (i.e., commuting percentages) and inferred levels from mathematical models.. In fact, it is entirely possible that preserving the ability of the county to develop its own resources would grow jobs inside Williamson County and actually reduce the commuters from Williamson County to Travis County.

Until such ***real*** environmental data from monitor(s) on the ground in Williamson County is available, this proposed ***inclusion*** of Williamson County in the Travis County Non-Attainment Area ***is unfounded*** based on the preponderance of evidence available.

## SECTION 5: Recommendations

While there is *only one economic* statistic or observation that supports including Williamson County in the Austin-Round Rock MSA, there are many more environmental and demographic facts that *do not support* this inclusion. This decision has an enormous effect on the growth and future of Williamson County and should be made only after a careful consideration of sound, scientifically gathered environmental data rather than on a single commuting statistic used to establish the economic relationships within a region.

In this case, voluntary efforts involving governmental agencies (i.e., city, county, and regional) responsible for environmental, health, planning, and transportation in Central Texas over the past decade resulted in a demonstrable decrease in ozone levels since 2000 despite experiencing population growth rates about 3 times the national average. Since the voluntary efforts are achieving what mandatory efforts are intended to do, it makes little sense to implement mandatory measures at this time.

For these reasons, GDS makes the following recommendations:

4. USEPA should reconsider this decision and hold it abeyance until scientifically sound environmental data from state air quality monitors shows that the voluntary measures in the region are not maintaining ozone levels in Williamson County at or below the 75 ppb standard.
5. As USEPA's agent for overseeing air quality programs in Texas, TCEQ should work with stakeholders in Hays, Caldwell, Bastrop, Williamson, and Bell Counties to return the deactivated monitors to service so they can track the effectiveness of the voluntary efforts by determining and measuring:
  - Ground level ozone in Williamson County as well as surrounding counties without monitors.
  - Compliance with the new 8-hour ozone NAAQS.
  - Ozone precursors (i.e., NO<sub>x</sub> and VOC)
6. Throughout this process, TCEQ (as agent for USEPA) should meet regularly with and seek input from stakeholders in Hays, Caldwell, Bastrop, Williamson, and Bell Counties regarding the monitoring results, trends, and expected controls.

Until such *environmental data* rather than a *single economic statistic* demonstrates that mandatory controls are required to maintain the 75 ppb standard, it is inappropriate to expand the Travis County Non-attainment Area beyond Travis County at this time.



## SECTION 6: Exhibits

Exhibit A: December 4, 2008 letter from Robert Meyers, USEPA revising non-attainment area designations criteria from 11 factors to 9 factors.

Exhibit B: \_\_\_\_\_, 2003 proposal from OMB showing realignment of Grater Austin Metropolitan Area into Austin-Round Rock Metropolitan Statistical Area.

Exhibit C: March 27, 2008, USEPA revising the level of the 8-hour standard from 0.08 parts per million (ppm) to 0.075 ppm published in the *Federal Register*.

Exhibit D: Boundary Guidance on Air Quality Designations for the 8-Hour Ozone National Ambient Air Quality standard (NAAQS) of USEPA

Exhibit E: March 2000 memorandum, John S. Seitz, Director of the USEPA Office of Air Quality Planning and Standards

Exhibit F: General layout and transportation system in and around Williamson County

Exhibit G: TCEQ List of Permitted Point Sources in nine Central Texas Counties

Exhibit H: USEPA AirData maps of specific countywide emissions maps for existing NO<sub>x</sub> and VOC emissions Exhibit I:

Exhibit J: Distribution of State CAMS Monitors

Exhibit K: Secretary of State County Profiles for Williamson, Hays and Bell Counties

Exhibit L: Capitol Area Metropolitan Planning Organization commuting data for Central Texas

Exhibit M: Reserved

Exhibit N: Reserved

Exhibit O: Reserved

Exhibit P: correlation between emissions and air quality in the Williamson County as well the neighboring counties

Exhibit Q: correlation between emissions and air quality in the Williamson County as well the neighboring counties

Exhibit R: TCEQ Point Source Air Emissions Inventory for Central Texas Counties

Exhibit S: Secretary of State County Profile for Travis County

Exhibit T: Reserved

Exhibit U: Austin and Waco Meteorological Data from 1984 to 1992

Exhibit V: Aerial photo of Central Texas (see Exhibit V). This photo illustrates the bracketing of Williamson County by the weather stations in Waco (north) and Austin (south)

Exhibit W: Aerial photos of Williamson County and surrounding counties

Exhibit X: September 5, 2008 to the TCEQ from Capitol Area Council of Governments

Exhibit Y: August 25, 2008 letter from the Capitol Area Metropolitan Planning Organization (CAMPO) to TCEQ

Exhibit Z: Clean Air Advisory Committee (CACAC) comments to TCEQ on proposal to include designate the A-RR MSA as non-attainment for the new ozone standard

DRAFT

2010 1330811 JABG PROUD Resolution  
Commissioners Court - Regular Session

Date: 03/03/2009  
Submitted By: Robyn Murray, Juvenile Services  
Submitted For: Robyn Murray  
Department: Juvenile Services  
Agenda Category: Consent

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Information

Agenda Item

Discuss and take action on resolution in regards to the Juvenile Accountability Block Grant.

Background

Annual resolution approval by Commissioners Court to the Governors Office - Criminal Justice Division for the JABG Substance Abuse Program.

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Fiscal Impact

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

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Attachments

Link: \\Juvenile\users\RMurray\WORD\Grants\2010 1330811 JABG PROUD Resolution.DOC

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Form Routing/Status

Form Started By: Robyn Murray      Started On: 02/25/2009 03:55 PM  
Final Approval Date: 02/26/2009

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## **RESOLUTION**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

**WHEREAS**, The Williamson County Commissioners Court finds it in the best interest of the citizens of Williamson County, that the JABG Substance Abuse Treatment "PROUD" Program, Application Number 1330811, be operated for the 11<sup>th</sup> year; and

**WHEREAS**, Williamson County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of \$25,914.14 to be submitted to the Office of the Governor, Criminal Justice Division, Fund JJDP Program; and

**WHEREAS**, The Williamson County Commissioners Court has agreed to provide a ten - percent (10%) matching moneys for the said project in the amount of \$2,879.35, or an amount equal to one-fourth of the total project cost, as required by the grant application; and

**WHEREAS**, The Williamson County Commissioners Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, Williamson County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS**, The Williamson County Commissioners Court has agreed that a designation of the title of an authorized official who is given the power to apply for, accept, reject, alter, or terminate a grant is hereby identified as the Williamson County Judge.

**NOW THEREFORE, BE IT RESOLVED** that the Williamson County Commissioners Court approves submission of the grant application to the Governor's Criminal Justice Division for the JABG Substance Abuse Treatment "PROUD" Program, Application Number 1330811, in the amount of \$28,793.49.

Signed by the County Judge \_\_\_\_\_  
Dan A. Gattis

Passed and Approved on this the 10th day of March, 2009.

Attest: Signed by the County Clerk \_\_\_\_\_  
Nancy Rister

Judge Ricardo Garcia Facility Interlocal Cooperation Agreement  
Commissioners Court - Regular Session

Date: 03/03/2009  
Submitted By: Robyn Murray, Juvenile Services  
Submitted For: Robyn Murray  
Department: Juvenile Services  
Contract Oversight:  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on Judge Ricardo Garcia Facility Interlocal Cooperation Agreement for out of county residential services.

Background

Annual out of county residential services agreement for placement of court ordered adjudicated youth.

Fiscal Impact

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

Attachments

Link: <\\Juvenile\users\RMurray\WORD\AgendaLink Contracts\Judge Garcia Facility.pdf>

Form Routing/Status

| Route | Seq | Inbox                   | Approved By   | Date                | Status |
|-------|-----|-------------------------|---------------|---------------------|--------|
| 1     |     | County Attorney         | Hal Hawes     | 02/25/2009 04:34 PM | APRV   |
| 2     |     | Jim Gilger              | Jim Gilger    | 02/25/2009 04:38 PM | APRV   |
| 3     |     | Budget                  | Ashlie Koenig | 02/26/2009 08:23 AM | APRV   |
| 4     |     | County Judge Exec Asst. | Wendy Coco    | 02/26/2009 09:33 AM | APRV   |

Form Started By: Robyn Murray  
Started On: 02/25/2009 03:46 PM

Final Approval Date: 02/26/2009

FEB 09 2009

**INTERLOCAL COOPERATION AGREEMENT**  
**JUVENILE POST-ADJUDICATION FACILITY**

OSCAR GARCIA, JR.  
Clerk County Court, Duval County, Texas  
By Ricardo H. Garcia Deputy

This Agreement is entered into by and between the Williamson County Department of Williamson County, Texas acting herein by and through its duly authorized representative, the County Judge of Williamson County, Texas (collectively, "Williamson County") and Judge Ricardo H. Garcia Facility acting herein by and through its duly authorized representative.

**WITNESSETH**

WHEREAS, Judge Ricardo H. Garcia Facility operates a Juvenile Post-Adjudication Center (herein referred to as the "Facility") located at PO Box 989, 599 S. FM 1329, San Diego, Texas 78384; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with the Title III of the Texas Family Code, Juvenile Justice Code, Williamson County has a need for the use of the Facility to house and maintain children (herein referred to as "child" or "client") of juvenile age, for post-adjudication confinement; and,

WHEREAS, the Judge Ricardo H. Garcia Facility desires to make the Facility available to Williamson County for such use and purpose, and Williamson County desires to contract for the use of the Facility; and

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act.

WHEREAS, the parties to this Agreement are political subdivisions of the State of Texas which are authorized to enter into this Interlocal Cooperation Agreement for such residential services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties agree as follows:

**I. TERM**

The term of this Agreement shall be from the effective date of September 1, 2008, through September 30, 2009. Upon the termination or expiration of this Agreement, Williamson County shall be discharged from any further obligations hereunder.

**II. FACILITY GOALS**

The Judge Ricardo H. Garcia Facility shall provide the following goals in serving clients at the Facility:

1. To identify specific goals and outputs for each long term resident, and document measurable outcomes related to program objectives as outlined in Title 1 of the Texas Administrative Code, Section 351.13, and any goals, outputs, and measurable goals based on the Texas Health and Human Services Commission Substitute Care Provider Outcome Standards. These goals and outputs will be incorporated into an Individualized Treatment Plan (ITP) for each child in the Residential Program at the Facility.

2. The ITP will address the nine domain areas of medical, safety and security, recreational, educational, mental/behavioral health, relationship, socialization, permanence, and parent/child relationship, as specified in the substitute care provider standards. The ITP will be developed and signed by all required parties within thirty (30) calendar days after the placement of the child in the program. The ITP will be reviewed and updated every ninety (90) calendar days, or more frequently as circumstances or need require.
3. To enhance and/or develop the educational skills of the client;
4. To have the client successfully complete the program with a minimal number of incidents;
5. To have the client attend counseling including: individual counseling and group counseling as well as family therapy as geographically possible;
6. To improve the physical fitness of clients as measured by any combination of appropriate increase in strength, speed and stamina;
7. To advance or improve the academic skills of clients as documented by their local educational institute;
8. To increase the exhibition of positive social skills of clients who graduate from the program as measured by staff facilitators; and
9. To increase the understanding of personal and family issues of the clients thereby helping the client to avoid future violations of the law.

### **III. FACILITY OBLIGATIONS**

The Judge Ricardo H. Garcia Facility shall provide the following at the Facility in order to achieve the stated goals:

1. To provide program components, room, board, supervision, and care (24) twenty-four hours per day to those juveniles accepted by the Facility. At a minimum, program components will include educational programs within guidelines set by state and federal law, counseling programs, and process groups. Additional programs provided for long term residential will include, but are not limited to, anger management, life skills, individual counseling, group counseling, substance abuse prevention education, and AIDS awareness.
2. A written Individualized Program Plan ("IPP") shall be developed by the appropriate Facility staff in concert with the child;
3. Routine medical and dental services as determined in this written Agreement;
4. Structured and supervised physical training activities;
5. Therapeutic intervention within the milieu designed to improve the child's functioning;
6. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff;

7. A staff-to-child ratio as governed by certification standards;
8. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission ("TJPC") for the operation of secure post-adjudication facilities;
9. Procedures ensuring the child is not released to any person or agency other than the Williamson County Juvenile Services Department;
10. The Facility will conform to all TJPC program monitoring standards; and
11. The Facility will provide periodic progress reports every six weeks, or more frequently, as the need arises, to the Williamson County Juvenile Services Department. These reports will be based on treatment, academic and behavior progress.

#### **IV. EXAMINATION OF PROGRAM AND RECORDS**

The Judge Ricardo H. Garcia Facility agrees that Williamson County may examine and evaluate its program of services provided under the terms of this Agreement and review the Facility records relating to County's clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the child.

The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by the Williamson County Juvenile Services Department and County.

The Judge Ricardo H. Garcia Facility agrees to maintain and make the following available for inspection, audit or reproduction: any and all books, documents, papers, records and other evidence which are directly pertinent to the cost, expenses, and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions of this Agreement (herein referred to as "the Records"), by an authorized representative of Williamson County and/or the State of Texas.

The Judge Ricardo H. Garcia Facility agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give the Facility reasonable advance notice of intended audits.

The Judge Ricardo H. Garcia Facility agrees to maintain the Records for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

#### **V. CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS**

Under Section 231.006 of the Texas Family Code, Judge Ricardo H. Garcia Facility certifies that it is not ineligible to receive state grants or loans and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The Judge Ricardo H. Garcia Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.



The Judge Ricardo H. Garcia Facility shall account separately for the receipt and expenditure of any and all funds received under this Agreement.

#### **VI. PRIVATE SERVICE PROVIDERS**

In any contract with a private service provider to provide services to the clients under this Agreement, Judge Ricardo H. Garcia Facility, will require, in accordance with Section 141.050(a) of the Texas Human Resources Code, such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

The Judge Ricardo H. Garcia Facility will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to clients.

#### **VII. COMPENSATION**

The Judge Ricardo H. Garcia Facility shall charge a per-diem cost determined by the Texas Juvenile Probation Commission Level of Care Rates. The current FY 2008 contract rate for services is as follows:

|                          |                                           |                   |
|--------------------------|-------------------------------------------|-------------------|
| <input type="checkbox"/> | Moderate Residential Treatment Program    | \$87.99 per diem  |
| <input type="checkbox"/> | Secure Boot Camp Program                  | \$95.00 per diem  |
| <input type="checkbox"/> | Long Term Non Pregnant Residential        | \$95.00 per diem  |
| <input type="checkbox"/> | Specialized Residential Treatment Program | \$126.49 per diem |
| <input type="checkbox"/> | Vocational Training Program               | \$126.49 per diem |
| <input type="checkbox"/> | Intensive Residential Program             | \$222.19 per diem |

☐ Moderate

- i. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or
- ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by a professional staff.

☐ Specialized

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance; or make suicidal attempts; presents moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

☐ Intensive

Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self destructive behavior or grossly impaired in reality testing, communications, cognition, affect, or personal hygiene; may present severe or critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

Williamson County agrees to pay the Judge Ricardo H. Garcia Facility the monthly calculated per diem cost from current revenues. The Facility shall submit an invoice to the Williamson County Juvenile Services Department within ten (10) days after each billing period. Monthly invoices should be directed to:

Williamson County Juvenile Services Department  
Attention: Business Office  
1821 SE Inner Loop, Georgetown, Texas 78626

Williamson County agrees to submit payment to the Judge Ricardo H. Garcia Facility, PO Box 989, 599 S FM 1329, San Diego, Texas 78384 within thirty (30) days after receipt of the invoice.

Williamson County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Judge Ricardo H. Garcia Facility understands and agrees that Williamson County's payment of amounts under this Agreement is contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow Williamson County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

#### **VIII. EMERGENCY TREATMENT OF CHILD**

Williamson County and the Judge Ricardo H. Garcia Facility both agree, that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Williamson County, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Williamson County. Williamson County agrees to promptly pay for any and all medical care and associated costs directly to the provider of such care.

The Facility Administrator shall notify the Williamson County Juvenile Services Department of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

#### **IX. PLACEMENT OF CHILDREN**

Prior to transporting a child to the Facility, the Williamson County Juvenile Services Department and/or the Williamson County officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Williamson County may be denied if the following occur: (1) the child is found not to be suitable for placement in the Facility; or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Judge Ricardo H. Garcia Facility, Facility Administrator.

Children from Williamson County, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of

the Juvenile Court of Williamson County, or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

No child shall be admitted to or detained in the Facility under this Agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders.

The Facility agrees to accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

If a child is accepted by the Facility from Williamson County, and such child thereafter is found to be, in the sole judgment of the Judge Ricardo H. Garcia Facility, Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the Facility Administrator shall, upon notification to the Williamson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation or detention officer of Williamson County. If Williamson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to the Williamson County Juvenile Court Judge or designated juvenile official and Williamson County, shall reimburse the Judge Ricardo H. Garcia Facility for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Williamson County, plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

It is agreed by the parties hereto that each child placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Williamson County, Texas, shall remain detained therein except that the staff of either the Facility or the Williamson County Juvenile Services Department may have the child participate in community activities.

It is expressly understood and agreed by the parties that the Juvenile Court of Duval County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this Agreement.

It is agreed by the parties hereto that nothing in this Agreement shall be construed to permit the Williamson County Juvenile Services Department, Williamson County; and their agents, officials or employees in any way to manage, control, direct or instruct the Judge Ricardo H. Garcia Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

Williamson County warrants that each child placed in the Facility has been legally committed under state and/or federal law.

#### **X. INDEMNIFICATION**

The Judge Ricardo H. Garcia Facility and Williamson County agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortious conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the

other party. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

#### **XI. DEFAULT**

If either party commits an Event of Default (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-defaulting party shall deliver written notice of such Event of Default to the defaulting party. Such notice must specify the nature of the Event of Default and inform the defaulting party that unless the Event of Default is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the Event of Default within ten (10) days, then and in that instance, the ten (10) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the default within ten (10) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-defaulting party may, in addition to seeking remedies available at law or in equity, terminate this Agreement.

#### **XII. TERMINATION**

Notwithstanding any other provision in this Agreement, either party may terminate this Agreement, without cause and for convenience, by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the Agreement thirty (30) calendar days after receipt of notice. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Williamson County shall remove all children placed in the Facility on or before the termination date. No child shall be accepted by the Facility after receipt of said termination notice.

### **XIII. NOTICES**

Except as otherwise set forth herein, all notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To: Judge Ricardo H. Garcia Facility      Judge Ricardo H. Garcia Facility  
Attention: Ms. Georgia Parr  
Director of Admissions  
599 S. FM 1329  
San Diego, Texas 78384

To: Williamson County      Williamson County  
c/o: Judge Dan Gattis  
701 South Main Street, Suite 101  
Georgetown, Texas 78626

Williamson County Juvenile Services Department  
Attn: Chief Juvenile Probation Officer  
1821 SE Inner Loop  
Georgetown, Texas 78626

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

### **XIV. OFFICIALS NOT TO BENEFIT**

The Judge Ricardo H. Garcia Facility agrees to insert this clause "**OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this Agreement.

No official, member, or employee of Judge Ricardo H. Garcia Facility or Williamson County and no members of their governmental bodies, and no other public officials of the Judge Ricardo H. Garcia Facility or the Williamson County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this Agreement, or any benefit that may arise therefrom.

### **XV. VENUE**

The law of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, and all venues of any dispute or matter arising under this Agreement shall lie in Duval County.

## **XVI. INTERPRETATION OF CONTRACT**

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) calendar days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S DULY AUTHORIZED REPRESENTATIVE.

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that both parties, their officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to either party as to whether or not the same are available to the public. It is further understood that both parties' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that both parties' officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to either party by another party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

In the event that any provision of this Agreement shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

This Agreement is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing Agreement is an agreement providing for the care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and payment for such care by Williamson County for such juveniles placed in the Facility by the Judge of Williamson County exercising juvenile jurisdiction.

The undersigned duly authorized representative of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals this 9<sup>th</sup> day of Feb., 2009.

JUDGE RICARDO H. GARCIA FACILITY

  
Authorized Representative

Date: 2/9/09

\_\_\_\_\_  
Authorized Representative

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

WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
Williamson County Judge Dan Gattis

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

As Authorized by Williamson County  
Commissioners Court

## Non-Emergency Curfew

## Commissioners Court - Regular Session

Date: 03/03/2009

Submitted By: Hal Hawes, County Attorney

Submitted For: Commissioner Lisa Birkman

Department: County Attorney

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. Please also note that this item was tabled in the prior court session and that further revisiosn were made to Section 2 (D) and Section 3 (I), as well as adding references to "Williamson County Constable Offices" and "deputy constables".

## Fiscal Impact

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

## Attachments

Link: [Non-Emergency Curfew 2009](#)

## Form Routing/Status

Form Started By: Hal Hawes      Started On: 02/25/2009 06:06 PM

Final Approval Date: 02/26/2009



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 (1) that is located in the Curfew Area; and (2) that is in the business of selling goods, services and/or entertainment primarily to Minors commits an offense if he/she/it intentionally and knowingly allows a Minor to remain upon the premises of an Establishment during curfew hours. For purposes of this provision, an Establishment will be deemed to be in the business of providing goods, services and/or entertainment primarily to Minors if more than fifty percent (50%) of the Establishment's gross revenues come from the sale of goods, services and/or entertainment to Minors.

### **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, the Williamson County Sheriff's Office, or to one of the local Williamson County Constable'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) if the owner, operator, or employee of such an Establishment promptly notified the local police agency, the Williamson County Sheriff's Office or a local Williamson County Constable's Office of the Minor's presence on the premises of the Establishment during curfew hours and the Minor 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, sheriff's deputy, or deputy constable 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

## EMS Casco Invoice

## Commissioners Court - Regular Session

Date: 03/03/2009  
 Submitted By: Kenny Schnell, EMS  
 Submitted For: Kenny Schnell  
 Department: EMS  
 Agenda Category: Consent

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## Information

## Agenda Item

Discuss and consider approving Casco Industries, Inc. Invoice #058408 for EMS.

## Background

Required personal protective clothing sized, fitted and delivered to new employees (11) in September 2008 and received invoice in February 2009. We sized 11 employees and ordered 6 new personal protective clothing outfits to utilize with off the shelf jackets available in house. The sales representative that sized the employees ordered and delivered 11 units, but was not aware of partial order, thus resulting in a double order. All items were delivered, 11 units were put in service and the additional 6 units are on the shelf available for our next new members set for May 2009 hiring process. This will make protective clothing available immediately to new hirers, replacements in case of repairs and thus have available without waiting 90 days for order process. The cost of personal protective equipment is budgeted for this fiscal year.

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## Fiscal Impact

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

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## Attachments

Link: [Casco Invoice](#)

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## Form Routing/Status

Form Started By: Kenny Schnell      Started On: 02/23/2009 12:44 PM  
 Final Approval Date: 02/24/2009

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**Casco**  
INDUSTRIES, INC.

**CASCO INDUSTRIES, INC.**

P.O. Box 8007  
Shreveport, LA 71148  
Phone: 318-865-5107 Fax: 318-865-8157

E-Mail: info@cascoindustries.com  
Website: www.cascoindustries.com

**PAST INVOICE**

**Customer Copy**

|        |          |
|--------|----------|
| Number | 058408   |
| Date   | 08/21/08 |
| Page   | 1        |

**Bill To:**  
WILLIAMSON  
WILLIAMSON COUNTY EMS COMM  
321 WEST 8TH STREET  
GEORGETOWN, TX 78626

**Ship To:**  
01  
WILLIAMSON COUNTY EMS  
303 MARTIN LUTHER KING  
GEORGETOWN, TX 78627

| Reference #  | Shipped  | Salesperson    | Terms  | Tax Code | Doc #  | Wh | Freight | Ship Via |
|--------------|----------|----------------|--------|----------|--------|----|---------|----------|
| BUTCH DENNIS | 08/21/08 | 166 DONNIE JOH | NET 30 | TX       | 450674 | 30 | PREPAID | UPS      |

| Item         | Description                    | Ordered | Shipped | Backordrd | UM | Price  | UM | Extension |
|--------------|--------------------------------|---------|---------|-----------|----|--------|----|-----------|
| GLO-C2600X00 | PARKA BLUE 32"<br>NAVY BLUE    | 11      | 11      | 0         | EA | 586.00 | EA | 6446.00   |
| GLO-LETTERS  | LETTERS S/L                    | 55      | 55      | 0         | EA | .00    | EA | .00       |
| GLO-P2600X00 | PANT EMS NAVY<br>W/ SUSPENDERS | 11      | 11      | 0         | PR | 329.00 | PR | 3619.00   |

Merchandise

Misc

Discount

Tax

Freight

Total Due

10065.00

.00

.00

.00

40.00

10105.00

Invoice from Safeguard Business Systems  
Commissioners Court - Regular Session

Date: 03/03/2009  
Submitted By: Deborah Wolf, Sheriff  
Submitted For: Deborah Wolf  
Department: Sheriff  
Agenda Category: Consent

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Information

Agenda Item

Consider approving payment of invoice from Safeguard Business Systems

Background

Printing of Activity Reports from Safeguard Business Systems ordered without proper P.O. Invoice is in the amount of \$1433.48. See Commissioner Long.

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Fiscal Impact

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

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Attachments

Link: [Safeguard Invoice](#)

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Form Routing/Status

Form Started By: Deborah Wolf      Started On: 02/26/2009 10:35 AM

Final Approval Date: 02/26/2009

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ROBERT BAKER III  
P.O. BOX 200634  
AUSTIN TX 78720

Page 1

# INVOICE

INVOICE  
NUMBER

024911064

INVOICE DATE

DISTRIBUTOR NUMBER

ORDER NUMBER

2/18/2009

05E8-00

HS92PC

CUSTOMER NUMBER

CUSTOMER P.O.

TAX CODE

P160MJ

116630

444911180

INVOICE TERMS: Payable Upon Receipt

LATE CHARGE: 1-1/2% per Month or Maximum Allowable Rate  
Minimum of \$.50 Per Month

FED. TAX ID: 23-1689322

For Inquiries Call: (512) 458-1900

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SHERIFFS OFFICE  
WILLIAMSON COUNTY  
508 SOUTH ROCK STREET  
GEORGETOWN TX 78626-5699



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SHERIFFS OFFICE  
WILLIAMSON COUNTY  
508 SOUTH ROCK STREET  
GEORGETOWN TX 78626

| QUANTITY | PRODUCT NAME         | DESCRIPTION                                                 | FORMS AMT. | DISCOUNT | % | AMOUNT DUE |
|----------|----------------------|-------------------------------------------------------------|------------|----------|---|------------|
| 7,960    | CUSTFORM<br>FMBCCSTM | PATROL DIVISION DAILY ACT<br>IVITY REPORT                   | 1130.88    |          |   | 1130.88    |
| 620      | CUSTFORM<br>FMBCCSTM | TRAFFIC DIVISION DAILY AC<br>TIVITY REPORT                  | 88.08      |          |   | 88.08      |
| 520      | CUSTFORM<br>FMBCCSTM | SRO DAILY ACTIVITY REPORT                                   | 73.88      |          |   | 73.88      |
| 320      | CUSTFORM<br>FMBCCSTM | K-9 DIVISION ACTIVITY<br>REPORT                             | 45.46      |          |   | 45.46      |
| 350      | CUSTFORM<br>FMBCCSTM | ANIMAL CONTROL DAILY ACTI<br>VITY REPORT<br>..... Continued | 49.72      |          |   | 49.72      |

SAFEGUARD MESSAGE:

TOTAL PRODUCT  
DISCOUNT  
PREPAYMENT  
SHIPPING/HANDLING  
SALES TAX

TO PAY BY CREDIT CARD, SIMPLY CALL YOUR BUSINESS SPECIALIST

PLEASE PAY  
THIS AMOUNT

SHERIFFS OFFICE



PLEASE INDICATE CHANGE OF ADDRESS AND/OR PHONE NUMBER:

\_\_\_\_\_

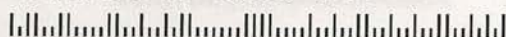
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E-MAIL ADDRESS:

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SAFEGUARD BUSINESS SYSTEMS  
PO BOX 88043  
CHICAGO IL 60680-1043



# INVOICE

INVOICE DATE

INVOICE NUMBER

2/18/2009

024911064

CUSTOMER NUMBER

DISTRIBUTOR NO.

P160MJ

05E8-00

ORDER NUMBER

HS92PC

AMOUNT DUE

TO INSURE PROPER CREDIT RETURN THIS STUB  
WITH YOUR REMITTANCE.

2/18/2009 23:20:10 XXXX





ROBERT BAKER III  
P.O. BOX 200634  
AUSTIN TX 78720

Page 2

# INVOICE

INVOICE  
NUMBER

024911064

INVOICE DATE

DISTRIBUTOR NUMBER

ORDER NUMBER

2/18/2009

05E8-00

HS92PC

CUSTOMER NUMBER

CUSTOMER P.O.

TAX CODE

P160MJ

116630

444911180

INVOICE TERMS: Payable Upon Receipt

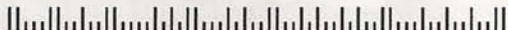
LATE CHARGE: 1-1/2% per Month or Maximum Allowable Rate  
Minimum of \$.50 Per Month

FED. TAX ID: 23-1689322

For Inquiries Call: (512) 458-1900

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SHERIFFS OFFICE  
WILLIAMSON COUNTY  
508 SOUTH ROCK STREET  
GEORGETOWN TX 78626-5699



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SHERIFFS OFFICE  
WILLIAMSON COUNTY  
508 SOUTH ROCK STREET  
GEORGETOWN TX 78626

| QUANTITY             | PRODUCT NAME         | DESCRIPTION                                        | FORMS AMT. | DISCOUNT | % | AMOUNT DUE |
|----------------------|----------------------|----------------------------------------------------|------------|----------|---|------------|
| 160                  | CUSTFORM<br>FMBCCSTM | COMMUNITY SERVICES DAILY<br>ACTIVITY REPORT - DARE | 22.73      |          |   | 22.73      |
| 160                  | CUSTFORM<br>FMBCCSTM | LIVESTOCK DIVISION DAILY<br>ACTIVITY REPORT        | 22.73      |          |   | 22.73      |
| APPROVED FOR PAYMENT |                      |                                                    |            |          |   |            |
| SIGNATURE            |                      |                                                    |            |          |   |            |
| DATE                 |                      |                                                    |            |          |   |            |

SAFEGUARD MESSAGE:

TOTAL PRODUCT 1433.48

DISCOUNT .00

PREPAYMENT .00

SHIPPING/HANDLING .00

SALES TAX .00

TO PAY BY CREDIT CARD, SIMPLY CALL YOUR BUSINESS SPECIALIST

(512) 458-1900 ROBERT BAKER, III

PLEASE PAY  
THIS AMOUNT

1433.48

SHERIFFS OFFICE



PLEASE INDICATE CHANGE OF ADDRESS AND/OR PHONE NUMBER:

\_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS:

\_\_\_\_\_

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SAFEGUARD BUSINESS SYSTEMS  
PO BOX 88043  
CHICAGO IL 60680-1043



# INVOICE

INVOICE DATE

INVOICE NUMBER

2/18/2009

024911064

CUSTOMER NUMBER

DISTRIBUTOR NO.

P160MJ

05E8-00

ORDER NUMBER

HS92PC

AMOUNT DUE

1433.48

TO INSURE PROPER CREDIT RETURN THIS STUB  
WITH YOUR REMITTANCE.

2/18/2009 23:20:10 XXXX

P160MJ 24911064 000143348 6

295010222200

5DX-SG11P.2.1

Texas Commission on Law Enforcement Officer Standards and Education resolution  
Commissioners Court - Regular Session

Date: 03/03/2009  
Submitted By: Deborah Wolf, Sheriff  
Submitted For: Deborah Wolf  
Department: Sheriff  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss and take appropriate action on Training Agreement between Sheriff's Office and TCLEOSE.

Background

TCLEOSE requires a signed resolution every two years to allow our training officers to teach approved classes.

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Fiscal Impact

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

Link: [TCLEOSE Resolution](#)

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Form Routing/Status

Form Started By: Deborah Wolf      Started On: 02/26/2009 11:01 AM

Final Approval Date: 02/26/2009

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COUNTY OF WILLIAMSON, TEXAS  
RESOLUTION NO, \_\_\_\_\_

A RESOLUTION OF THE COUNTY OF WILLIAMSON, STATE OF TEXAS, SUPPORTING THE SHERIFF'S OFFICE IN ITS APPLICATION FOR TRAINING AGREEMENT WITH THE TEXAS COMMISSION OF LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY:

Section1. That the Commissioners Court of Williamson County, Texas hereby approves and supports the sheriff's office agreement for training with Texas Commission on Law Enforcement Officer Standards and Education in an effort to maintain high quality standards for members of the Sheriff's Office.

Section 2. That this Resolution shall become effective immediately upon approval and passage by the Commissioners court, and it is so resolved.

PASSED AND APPROVED BY THE COMMSIIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
County Judge, Williamson County

ATTEST:

\_\_\_\_\_  
County Clerk



Retain Mike Davis

Commissioners Court - Regular Session

Date: 03/03/2009

Submitted By: Peggy Vasquez, County Judge

Submitted For: County Attorney

Department: County Judge

Agenda Category: Regular Agenda Items

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#### Information

#### Agenda Item

Discuss and take appropriate action on retaining Mike Davis to assist the County Attorney's Office during an employment transition.

#### Background

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#### Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
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#### Attachments

*No file(s) attached.*

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#### Form Routing/Status

Form Started By: Peggy Vasquez      Started On: 02/25/2009 04:29 PM

Final Approval Date: 02/26/2009

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## CAC Contract

## Commissioners Court - Regular Session

Date: 03/03/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

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Information

## Agenda Item

Discuss and consider approving a contract with the Children's Advocacy Center for 2008-2009

## Background

This is a renewal of the 2007-2008 contract and payment for th Children's Advocacy Center

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Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
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## Attachments

Link: [CAC Contract](#)

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Form Routing/Status

Form Started By: Ashlie Koenig      Started On: 02/26/2009 09:30 AM

Final Approval Date: 02/26/2009

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STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

## CONTRIBUTION AGREEMENT

### Agreement Term October 1, 2008 – September 30, 2009

This Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas, a political subdivision of the State of Texas ("**County**") and the Williamson County Children's Advocacy Center, Inc. ("**CAC**"), a non-profit Texas corporation.

#### ARTICLE I

##### PURPOSE

- 1.01 The purpose of this Agreement is to define contracted services between the **CAC** and the **County** to include but not be limited to the following: to provide needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution and treatment options related to child abuse cases; to minimize trauma and reduce re-victimization to child victims of abuse.

#### ARTICLE II

##### TERM

- 2.01 The term of this Agreement is for twelve (12) months, commencing as of October 1, 2008, and ending September 30, 2009. At **County's** option, this Agreement may be renewed for additional terms of one year each.

#### ARTICLE III

##### ANNUAL CONTRIBUTION

- 3.01 The **County's** contribution towards funding the **CAC** shall be \$50,000 for the term of this agreement

#### ARTICLE IV

##### PAYMENT

- 4.01 **CAC** will submit an invoice to the **County** for payment of the annual contribution on a yearly basis. Said invoice shall be submitted no later than August 31<sup>st</sup> each year and payment shall be due and paid by September 30<sup>th</sup> each year.

#### ARTICLE V

##### AVAILABILITY OF FUNDS

- 5.01 **CAC** agrees and understands that all financial obligations provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI  
EQUAL OPPORTUNITY

- 6.01 *CAC* agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VII  
ASSIGNMENT & SUBCONTRACT

- 7.01 *CAC* may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of *County*.

ARTICLE VIII  
OFFICIALS NOT TO BENEFIT

- 8.01 No officer, employee or agent of the *CAC* and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IX  
TERMINATION

- 9.01 This Agreement may be terminated:
- A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.

ARTICLE X  
WAIVER OF SUBROGATION

- 10.01 *CAC* expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against *County*. *CAC* also waives any rights it may have to indemnification from *County*.

ARTICLE XI  
INDEMNIFICATION

- 11.01 TO THE EXTENT ALLOWED BY LAW, IT IS FURTHER AGREED THAT *CAC* WILL INDEMNIFY AND HOLD HARMLESS *COUNTY* AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS,



OR EXPENSES ARISING OUT OF WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF **CAC**, ITS AGENTS, SERVANTS, OR EMPLOYEES ARISING FROM ACTIVITIES UNDER THIS AGREEMENT. **CAC** SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS **COUNTY** FOR ANY ACT(S) OF COMMISSION OR OMISSION OF **COUNTY'S** AGENTS, SERVANTS, OR EMPLOYEES ARISING FROM OR RELATED TO THIS AGREEMENT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

ARTICLE XII  
GOVERNMENTAL IMMUNITY; NO THIRD PARTY BENEFICIARIES

- 12.01 This Agreement is expressly made subject to **County's** governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the **County** has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XIII  
REPRESENTATIONS & WARRANTIES

- 13.01 **CAC** hereby represents and warrants that it has all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIV  
TEXAS LAW TO APPLY

- 14.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

ARTICLE XV  
VENUE

- 15.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XVI  
COMPLIANCE WITH LAWS

- 16.01 Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XVII  
LEGAL CONSTRUCTION

- 17.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XVIII  
PRIOR AGREEMENTS SUPERSEDED

- 18.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XIX  
INDEPENDENT CONTRACTOR CLAUSE

- 20.01 Both parties hereto, in the performance of this Agreement, shall acting an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

ARTICLE XX  
ENTIRE AGREEMENT; AMENDMENTS

- 20.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. *County* may amend, modify or alter the terms of this Agreement and specify an effective date thereof. *County* will then notify the *CAC* in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of this Agreement after the effective date by the *CAC* will signify its acceptance of these changes. If the *CAC* declines to accept changes made by *County*, the *CAC* may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY**

BY: \_\_\_\_\_  
Dan A. Gattis  
Williamson County Judge

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Hal Hawes  
Assistant County Attorney

BY: \_\_\_\_\_  
James Gilger  
Contract Management Auditor

**WILLIAMSON COUNTY  
CHILDREN'S ADVOCACY  
CENTER, INC.**

BY: Brenda Staples  
Brenda Staples  
Executive Director

Date: 20 Feb 2009

## CARTS funding

## Commissioners Court - Regular Session

Date: 03/03/2009  
 Submitted By: Mary Clark, Commissioner Pct. #1  
 Submitted For: Mary Clark  
 Department: Commissioner Pct. #1  
 Agenda Category: Regular Agenda Items

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## Information

## Agenda Item

Discuss and consider funding for CARTS.

## Background

Williamson County has been a member of CARTS for several years. The funding for the program was put into the budget under the social service line item. We would like to recommend that \$20,000 for this program be removed from the social services line item and be put into a separate line item and the court enter into a contract with CARTS for funding for 2008-2009 budget year.

Informational packets will be delivered to court members.

## Fiscal Impact

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

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## Attachments

*No file(s) attached.*

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## Form Routing/Status

Form Started By: Mary Clark      Started On: 02/26/2009 11:50 AM  
 Final Approval Date: 02/26/2009

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Staff Contribution Agreement  
Commissioners Court - Regular Session

Date: 03/03/2009  
Submitted By: Peggy Vasquez, County Judge  
Submitted For: Dan Gattis  
Department: County Judge  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss and take appropriate action regarding entering into a Staff Contribution Agreement between Williamson County and the Williamson County Child Welfare Board.

Background

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Fiscal Impact

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

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Attachments

Link: [Staff Contribution Agreement](#)

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Form Routing/Status

Form Started By: Peggy Vasquez      Started On: 02/26/2009 02:58 PM  
Final Approval Date: 02/26/2009

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STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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## STAFF CONTRIBUTION AGREEMENT

### Agreement Term October 1, 2008 – September 30, 2009

This Staff Contribution Agreement ("Agreement") is entered into by and between Williamson County ("County") and the Williamson County Child Welfare Board ("**Board**"), both of which are political subdivisions of the State of Texas.

#### ARTICLE I PURPOSE

- 1.01 The purpose of this Agreement is to define the annual contribution of the **Board** towards funding the contract between the Texas Department of Family and Protective Services ("**DFPS**") and the **County**.

#### ARTICLE II TERM

- 2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2008, and ending September 30, 2009. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement at least thirty (60) days prior to the expiration of said term.

#### ARTICLE III ANNUAL CONTRIBUTION

- 3.01 The **County** and the **Board** co-fund **DFPS** staff positions (FTE's) in Williamson County. The **Boards** contribution towards funding these positions shall be \$18,000 for the term of this agreement

#### ARTICLE IV PAYMENT

- 4.01 **County** will submit an invoice to the **Board** for payment of the annual contribution on a yearly basis. Said invoice shall be submitted no later than August 31<sup>st</sup> each year and payment shall be due and paid by September 30<sup>th</sup> each year.

#### ARTICLE V AVAILABILITY OF FUNDS

- 5.01 **Board** agrees and understands that all financial obligations provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.



ARTICLE VI  
EQUAL OPPORTUNITY

- 6.01 **Board** agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VII  
ASSIGNMENT & SUBCONTRACT

- 7.01 **Board** may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of **County**.

ARTICLE VIII  
OFFICIALS NOT TO BENEFIT

- 8.01 No officer, employee or agent of **Board** and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IX  
TERMINATION

- 9.01 This Agreement may be terminated:
- A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.

ARTICLE X  
WAIVER OF SUBROGATION

- 10.01 **Board** expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against **County**. **Board** also waives any rights it may have to indemnification from **County**.

**ARTICLE XI**  
**INDEMNIFICATION**

- 11.01 To the extent allowed by law, it is further agreed that **Board** will indemnify and hold harmless Williamson County against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of **Board**, its agents, servants, or employees arising from activities under this Agreement. **Board** shall have no obligation to indemnify and hold harmless **County** for any act(s) of commission or omission of **County's** agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

**ARTICLE XII**  
**GOVERNMENTAL IMMUNITY; NO THIRD PARTY BENEFICIARIES**

- 12.01 This Agreement is expressly made subject to **County's** governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the **County** has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**ARTICLE XIII**  
**REPRESENTATIONS & WARRANTIES**

- 13.01 **Board** hereby represents and warrants that it has all necessary right, title, license and authority to enter into this Agreement.

**ARTICLE XIV**  
**TEXAS LAW TO APPLY**

- 14.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

**ARTICLE XV**  
**VENUE**

- 15.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

**ARTICLE XVI**  
**COMPLIANCE WITH LAWS**

- 16.01 Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.



ARTICLE XVII  
LEGAL CONSTRUCTION

- 17.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XVIII  
PRIOR AGREEMENTS SUPERSEDED

- 18.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XIX  
INDEPENDENT CONTRACTOR CLAUSE

- 20.01 Both parties hereto, in the performance of this Agreement, shall acting an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

ARTICLE XX  
ENTIRE AGREEMENT; AMENDMENTS


- 20.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. **County** may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Williamson County will then notify the **Board** in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of this Agreement after the effective date by the **Board** will signify its acceptance of these changes. If the **Board** declines to accept changes made by **County**, the **Board** may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY

BY: \_\_\_\_\_  
Dan A. Gattis  
Williamson County Judge

WILLIAMSON COUNTY CHILD  
WELFARE BOARD

BY:   
Dianne Howell  
Board President

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Hal Hawes  
Assistant County Attorney

BY: \_\_\_\_\_  
James Gilger  
Contract Management Auditor

Assistant County Veterans Service Officer  
Commissioners Court - Regular Session

Date: 03/03/2009  
Submitted By: Peggy Vasquez, County Judge  
Submitted For: Dan Gattis  
Department: County Judge  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss and take appropriate action regarding appointing Valerie S. Zimmerman as Assistant County Veteran's Service Officer.

Background

Designating Ms. Zimmerman as Assistant County Veterans Officer makes her eligible for training Pursuant to Texas Government Code Section 434.038(a).

Texas Government Code:

Sec. 434.038. TRAINING AND CERTIFICATION. (a) An officer shall, within the time after the date of the officer's appointment that the commission prescribes, complete a course of initial training provided by the Texas Veterans Commission. The commission shall issue the officer a certificate of training after completion of the initial training course. To maintain certification, the officer shall complete continuing training to the extent required by the commission. An officer must maintain certification to remain in office.

(a-1) The commission shall develop and implement methods for providing training to officers. The methods may include Internet-based seminars, participation through videoconference, cooperation with training provided by the United States Department of Veterans Affairs, and other methods as appropriate.

(b) The commission shall provide, at commission expense, the initial and continuing training required by this section at least once each year.

(c) The commissioners court of an officer's county shall reimburse an officer's travel and lodging expenses incurred in attending commission training unless state funds are appropriated for that purpose. If state funds are appropriated, the commission shall make the reimbursement in the manner prescribed for the reimbursement of these expenses to state employees.

(d) The commission shall develop standard course materials, training curriculum, and examinations to be used for county service officer certification and United States Department of Veterans Affairs accreditation. The members of the commission must approve the course materials, training curriculum, and examinations before the commission may distribute the materials and administer examinations.

(e) The commission shall:

(1) maintain course materials and examinations in a central location and provide county service offices and commission field staff with access to the course materials on the commission's Internet website;

(2) regularly update course materials, training curriculum, and examinations after consulting with:

(A) the United States Department of Veterans Affairs to ensure the course materials, training curriculum, and examinations are accurate and meet applicable United States Department of Veterans Affairs requirements; and

(B) accredited county service officers to ensure the materials, training curriculum, and examinations include issues developing at the county level; and

(3) develop a training handbook containing instruction and case studies addressing:

(A) general assistance techniques, including how to provide general information regarding state and federal benefits and referrals for other services and to other agencies, and general information regarding state and federal benefits;

(B) basic counseling approaches for assisting veterans, their family members, and other eligible dependents filing benefit claims;

(C) basic information on United States Department of Veterans Affairs processes and procedures, including how to accurately complete claims and appeals forms and how to support claims;

(D) methods of collecting required documentation and developing claims and appeals;

(E) methods of documenting progress and updating a veteran's, a veteran's family member's, or another eligible dependent's case information;

(F) methods of assisting veterans, their family members, or other eligible dependents in pursuing appeals, including offering case knowledge in appeals hearings; and

(G) methods of representing veterans, their family members, or other eligible dependents during appeals hearings.

(f) The commission may establish rules to carry out the purposes of this section, including rules regarding carryover of credit for extra course attendance from one year into

subsequent years and the anniversary date by which the continuing certification requirement must be met.

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Fiscal Impact

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

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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Peggy Vasquez      Started On: 02/26/2009 02:50 PM

Final Approval Date: 02/26/2009

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SE Inner Loop @ FM1460 road construction project  
Commissioners Court - Regular Session

Date: 03/03/2009  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Patrick Strittmatter  
Department: Purchasing  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Consider authorizing advertising and setting date of Wednesday, March 25, 2009 at 11:00am in the Purchasing Department to receive bids for SE Inner Loop @ FM1460 road construction project, (Bid# 09WC708).

Background

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Fiscal Impact

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

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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 02/25/2009 02:54 PM

Final Approval Date: 02/25/2009

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Increase of Purchase Order Approval  
Commissioners Court - Regular Session

Date: 03/03/2009  
Submitted By: Kerstin Hancock, Purchasing  
Department: Purchasing  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss and consider increasing Greg Bergeron's purchase order approval for URS projects to \$10,000.

Background

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Fiscal Impact

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

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Attachments

Link: [backup increase Greg Bergeron's Purchase Order approval limit for Projects](#)

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Form Routing/Status

Form Started By: Kerstin Hancock      Started On: 02/26/2009 08:38 AM

Final Approval Date: 02/26/2009

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**From:** Julie Kiley  
**Sent:** Friday, February 13, 2009 4:34 PM  
**To:** Barry Becker; Lydia Linden; Alison Whetston  
**Cc:** Melanie Denny; Pam Navarrette; Ashlie Koenig  
**Subject:** PO's R&B for Projects

I reviewed with the Judge yesterday the challenges in giving Greg access to be the buyer on PO's for projects and how it is not the same as with his departmental budget. The judge is comfortable in implementing a \$10,000 limit of PO's for these projects that Greg may approve versus the Judge's approval. Please let me know if you need any other information from me.

Thanks,

Julie



## Budget Amendment

## Commissioners Court - Regular Session

Date: 03/03/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

## Information

## Agenda Item

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the District Clerk's Office

## Background

This fund is the District Clerk's "Records Mgmt" Fund/Discretionary Fund. She would like to add a part-time staffer to help with scanning effective 3/6/09 at the rate of \$10.25/hr

## Fiscal Impact

| From/To | Acct No.         | Description           | Amount  | Sort Seq |
|---------|------------------|-----------------------|---------|----------|
|         | 0386-0386-001107 | DC Rec Mgt/Temp Labor | \$6,150 |          |
|         | 0386-0386-002010 | DC Rec Mgt/FICA       | \$471   |          |

## Attachments

*No file(s) attached.*

## Form Routing/Status

Form Started By: Ashlie Koenig      Started On: 02/26/2009 09:17 AM

Final Approval Date: 02/26/2009