

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**APRIL 7th, 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. Review and approval of the minutes.
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 – 16 )

5. Discuss and consider approving a line item transfer for Extension Services:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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From	100-665-005700	Vehicles	1600	
To	100-665-004221	Livestock	1600	
From	100-665-005700	Vehicles	800	
To	100-665-003101	Educational Aids	800	

6. Discuss and consider approving a line item transfer for the Law Library

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0350-0680-004210	Law Library/Internet	\$314	
To	0350-0680-004543	Law Library/Repair to Equipmen	\$314	

7. Discuss and consider approving a line item transfer for JP 2

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0452-003100	Office Supplies	662.42	
to	0100-0452-003006	Office Equipment	662.42	

8. Discuss and consider approving a line item transfer for Constable Pct. #1

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	01000409004100	Non-Departmental/Professional	\$30,255.11	
To	01000551001100	Salaries	\$22,438.73	
To	01000551002010	FICA	\$1,716.56	
To	01000551002020	Retirement	\$2,445.82	
To	01000551002030	Insurance	\$2,769.00	
To	01000551003004	Ammunition	\$125	
To	01000551003008	Law Enforcement Equip	\$600	
To	01000551004410	Vehicle Insurance	\$160	

9. Discuss and consider approving a line item transfer for Constable Pct. #1.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	01000551003006	Office Equipment	\$500	
From	01000551003008	Law Enforcement Equip	\$2,000	
From	01000551003311	Uniforms	\$2,000	
From	01000551005700	Vehicles	\$2,000	
To	01000551004410	Vehicle Insurance	\$15	
To	01000551003010	Computer Equipment	\$3,500	
To	01000551003301	Gasoline	\$2,400	
To	01000551004209	Cell Phone	\$480	
To	01000551000507	Transfer to CWICS	\$105	

10. To discuss and take appropriate action on the approval of a Line Item Transfer for Unified Road System

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-005700	Vehicles	\$10,000.00	
TO	0200-0210-003599	Road Const. & Maint.	\$10,000.00	

11. Discuss and consider approving a line item transfer for Veterans Services:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-405-004231	travel	\$200.00	
To	100-405-004232	Training Conf., Seminars	\$200.00	

12. Consider and take appropriate action on authorizing the transfer of various items including vehicles to auction, donation or destruction. (Complete list filed with official minutes)
13. Consider granting request for the City of Liberty Hill's Spring Clean-Up Day to be held on Saturday, May 16th at 9:00 AM at the URS parking lot.

14. Consider various lane closures for the second annual Batstravanganza.
15. Discuss and take action on the appointment of Jerry Allen to the ESD#5 Board in Jarrell. This position replaces Will Richards whose term was 11/2007 - 11/2009. Jerry Allens term will be 11/2009 to 11/2011.
16. Discuss and consider plat approval for Amended Plat of Lot 90 and Lots 91, Brushy Bend Park, Pct. 3.

## **REGULAR AGENDA**

17. Consider approving a resolution recognizing Bob Daigh for his years of service with Texas Department of Transportation.
18. Hear the April 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.
19. Discuss and take appropriate action on road bond program.
20. Discuss and consider authorizing Lockwood, Andrews & Newnam, Inc. (LAN) Supplemental #1 to their US 79, section 5B (CSJ#0204-04-042) Professional Service Agreement (PSA) to allow for the execution of Supplemental #1 to Work Authorization #2 for Construction Phase Services.
21. Consider authorizing project budget transfer request of 2001 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: \$2,000,000.00 from P127 (O'Connor Boulevard) to P197 (SH 45/O'Connor Boulevard Exchange).
22. Discuss and take appropriate action on the Permanent Agreement with the Texas Department of Agriculture Food & Nutrition Division.
23. Request approval of invoice from True Automation from Tax Assessor/Collector.
24. Consider accepting donation of K-9 Desi from Deputy John Richter.

25. Discuss and consider adopting policies for room rentals in county owned buildings.
26. Consider awarding proposals received for Merchant Credit Card Services for Williamson County, proposal # 09WCP802, to the best proposal meeting specifications- Certified Payments, Inc.
27. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$430.00	01

28. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$430.00	01

29. Discuss and take appropriate action regarding current pending legislation.

## **EXECUTIVE SESSION**

30. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
31. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
32. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
33. Discuss and take appropriate action on real estate.

34. Discuss and take appropriate action on pending or contemplated litigation.
35. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
36. Comments from Commissioners.

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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.

## Line Item Transfer

## Commissioners Court - Regular Session

Date: 04/07/2009  
 Submitted By: Donna Colburn, Ag Extension  
 Submitted For: Donna Colburn  
 Department: Ag Extension  
 Agenda Category: Consent

## Information

## Agenda Item

Discuss and consider approving a line item transfer for Extension Services:

## Background

## Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-665-005700	Vehicles	1600	
To	100-665-004221	Livestock	1600	
From	100-665-005700	Vehicles	800	
To	100-665-003101	Educational Aids	800	

## Attachments

*No file(s) attached.*

## Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Donna Colburn	03/30/2009 03:17 PM	CREATED
2	County Judge Exec Asst.	Wendy Coco	04/01/2009 10:34 AM	APRV
3		Wendy Coco	04/01/2009 10:34 AM	FNL APRV
		Wendy Coco	04/01/2009 10:57 AM	ROUTING CONTINUED
1	Budget			NEW

Form Started By: Donna Colburn

Started On: 03/30/2009 03:17 PM





## Line Item Transfer

## Commissioners Court - Regular Session

Date: 04/07/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

## Information

## Agenda Item

Discuss and consider approving a line item transfer for the Law Library

## Background

This transfer will allow the replacement of an existing (failed) monitor from the law library to the reception desk.

## Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0350-0680-004210	Law Library/Internet	\$314	
To	0350-0680-004543	Law Library/Repair to Equipmen	\$314	

## Attachments

*No file(s) attached.*

## Form Routing/Status

Form Started By: Ashlie Koenig      Started On: 03/30/2009 03:38 PM

Final Approval Date: 04/01/2009

Consider Line Item Transfer for JP 2  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Delma Doggett, J.P. Pct. #2  
Submitted For: Delma Doggett  
Department: J.P. Pct. #2  
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP 2

Background

To replenish funds in Office Equipment budgeted to purchase cordless microphones for the courtroom. The funds were used to purchase phone headsets for our clerks with heavy phone answering duties to avoid any neck problems and to replace a calculator that quit functioning.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0452-003100	Office Supplies	662.42	
to	0100-0452-003006	Office Equipment	662.42	

Attachments

*No file(s) attached.*

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Delma Doggett	03/31/2009 10:01 AM	CREATED
2	County Judge Exec Asst.	Wendy Coco	04/01/2009 10:32 AM	APRV
3		Wendy Coco	04/01/2009 10:32 AM	FNL APRV
		Wendy Coco	04/01/2009 10:57 AM	ROUTING CONTINUED
1	Budget			NEW

Form Started By: Delma  
Doggett

Started On: 03/31/2009 10:01 AM

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line item transfer

Commissioners Court - Regular Session

Date: 04/07/2009

Submitted By: Rebecca Clemons, County Judge

Submitted For: Rebecca Clemons

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #1

Background

The transfer is for funding the new deputy position approved during the 3/31/09 Commissioner's Court meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	01000409004100	Non-Departmental/Professional	\$30,255.11	
To	01000551001100	Salaries	\$22,438.73	
To	01000551002010	FICA	\$1,716.56	
To	01000551002020	Retirement	\$2,445.82	
To	01000551002030	Insurance	\$2,769.00	
To	01000551003004	Ammunition	\$125	
To	01000551003008	Law Enforcement Equip	\$600	
To	01000551004410	Vehicle Insurance	\$160	

Attachments

*No file(s) attached.*

Form Routing/Status

Form Started By: Rebecca  
Clemons

Started On: 03/31/2009 01:27  
PM

Final Approval Date: 04/01/2009

line item transfer

Commissioners Court - Regular Session

Date: 04/07/2009

Submitted By: Rebecca Clemons, County Judge

Submitted For: Rebecca Clemons

Department: County Judge

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #1.

#### Background

The transfer is for funding the new deputy position approved in Commissioner's Court on 3/31/09.

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	01000551003006	Office Equipment	\$500	
From	01000551003008	Law Enforcement Equip	\$2,000	
From	01000551003311	Uniforms	\$2,000	
From	01000551005700	Vehicles	\$2,000	
To	01000551004410	Vehicle Insurance	\$15	
To	01000551003010	Computer Equipment	\$3,500	
To	01000551003301	Gasoline	\$2,400	
To	01000551004209	Cell Phone	\$480	
To	01000551000507	Transfer to CWICS	\$105	

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Rebecca Clemons

Started On: 03/31/2009 01:38 PM

Final Approval Date: 04/01/2009

Line Item Transfer for URS  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Lydia Linden, Unified Road System  
Submitted For: Greg Bergeron  
Department: Unified Road System  
Agenda Category: Consent

Information

Agenda Item

To discuss and take appropriate action on the approval of a Line Item Transfer for Unified Road System

Background

This is to cover some additional guardrail we are having to purchase for repairs along roadsides due to damage.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0200-0210-005700	Vehicles	\$10,000.00	
TO	0200-0210-003599	Road Const. & Maint.	\$10,000.00	

Attachments

*No file(s) attached.*

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Lydia Linden	04/01/2009 09:51 AM	CREATED
2	County Judge Exec Asst.	Wendy Coco	04/01/2009 10:34 AM	APRV
3		Wendy Coco	04/01/2009 10:34 AM	FNL APRV
		Wendy Coco	04/01/2009 10:57 AM	ROUTING CONTINUED
1	Budget			NEW
Form Started By: Lydia Linden			Started On: 04/01/2009 09:51 AM	



## Line Item Transfer

## Commissioners Court - Regular Session

Date: 04/07/2009  
 Submitted By: Raymond Nelson, Veteran Services  
 Submitted For: Raymond Nelson  
 Department: Veteran Services  
 Agenda Category: Consent

## Information

## Agenda Item

Discuss and consider approving a line item transfer for Veterans Services:

## Background

## Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-405-004231	travel	\$200.00	
To	100-405-004232	Training Conf., Seminars	\$200.00	

## Attachments

*No file(s) attached.*

## Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Raymond Nelson	04/01/2009 11:05 AM	CREATED
2	County Judge Exec Asst.	Wendy Coco	04/02/2009 08:42 AM	APRV
3		Wendy Coco	04/02/2009 08:42 AM	FNL APRV
		Wendy Coco	04/02/2009 10:15 AM	ROUTING CONTINUED
1	Budget			NEW

Form Started By: Raymond Nelson

Started On: 04/01/2009 11:05 AM



## Consent Agenda

## Commissioners Court - Regular Session

Date: 04/07/2009

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 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	04/02/2009 09:56 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	04/02/2009 10:13 AM	APRV

Form Started By: Ursula Stone

Started On: 04/02/2009 08:38 AM

Final Approval Date: 04/02/2009

# Williamson County

## Asset Status Change Form

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

☐ **TRANSFER** bet ween 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)
12	Lobby fabric covered chairs with two tables attached to two sets			Unknown
	Located at the Cedar Park Tax office at 305 Discovery Blvd.			
	Expedite pick-up if possible			

### Parties involved:

**FROM** (Transferor Department): Tax Assessor/Collector

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

Deborah M. Hunt

Print Name

*Deborah M. Hunt*  
Signature

Date March 25, 2009

**Contact Person:**

Kathryn Morehouse

Print Name

943-1601

Phone Number

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

**Transferee - Elected Official/Department Head/  
Authorized Staff OR Donee - Representative:** (If being

approved for Sale or Trade-in, no signature is necessary.)

**Contact Person:**

Print Name

Print Name

Signature

Phone Number

Date

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

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

## Forward to County Auditor's Office

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

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

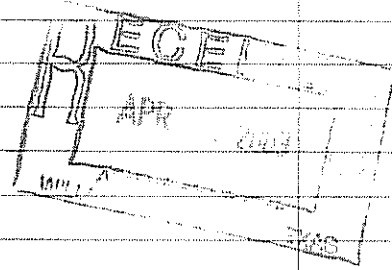
# Williamson County Asset Status Change Form

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

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

Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	bicycle - operable		



Parties involved:

FROM (Transferor Department): Juvenile Detention Services

Transferor - Elected Official/Department Head/

Authorized Staff:

Sal Lopez Sal Lopez [Signature]

Print Name Sal Lopez

Signature [Signature]

Date 3, 30, 09

Contact Person:

Cheryl Wright

Print Name  
512-943-3252

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

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

## Forward to County Auditor's Office

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

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

# Williamson County Asset Status Change Form

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

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

## Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	Metal folding chair - unrepairable		

## Parties involved:

FROM (Transferor Department): Juvenile Detention Services

Transferor - Elected Official/Department Head/

Authorized Staff:

Sal Lopez Sal Lopez

Print Name Sal Lopez

Signature [Signature]

Date 3, 30, 09

Contact Person:

Cheryl Wright

Print Name  
512-943-3252

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

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

For assets donated to a non-county entity:

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

## Forward to County Auditor's Office

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

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

by \_\_\_\_\_

# Williamson County

## Asset Status Change Form

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

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

### Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
3	Office Chairs - broken beyond repair		
1	Executive chair - non repairable		
1	White refrigerator - broken	SANYO #020614408	

### Parties involved:

FROM (Transferor Department):

Transferor - Elected Official/Department Head/

Authorized Staff:

Sal Lopez

Print Name

Signature

Date

Contact Person:

Cheryl Wright

Print Name

512-943-3252

Phone Number

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

Auction

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

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

For assets donated to a non-county entity:

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

## Forward to County Auditor's Office

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

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

by \_\_\_\_\_

# Williamson County Asset Status Change Form

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

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

## Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
2	Vacuum Cleaners - broken		

## Parties involved:

FROM (Transferor Department): Juvenile Detention Services

Transferor - Elected Official/Department Head/

Authorized Staff:

Sal Lopez

Print Name

Signature

Date

3, 30, 09

Contact Person:

Cheryl Wright

Print Name

512-943-3252

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Signature

Date

Print Name

Phone Number

For assets donated to a non-county entity:

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

## Forward to County Auditor's Office

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

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

by \_\_\_\_\_

# Williamson County

## Asset Status Change Form

Print 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)
	see Attached List	Evidence from disposed cases (Abandoned or no known owner)		

Parties involved:

FROM (Transferor Department): EVIDENCE UNIT / SHERIFF'S OFFICE

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Richard Blake  
Print Name

Richard Blake, Capt  
Print Name

[Signature]  
Signature

512 943-1310  
Phone Number

Date 3/27/09

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

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

### Forward to County Auditor's Office

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

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

Case#	Item	Traq#	Disposition
C04-08-0761	digital red toaster	15367	Auction
C06-11-5903	Orient car stereo	27713	auction
	Dodge Factory Car Stereo	27714	auction
	Motorola GTX CB radio	27718	auction
	Motorola Tscout CB radio	27719	auction
	Compaq keyboard	27716	auction
	Esteban guitar amp	27721	auction
	Lexmark printer	27717	auction
	Precision power amp	27715	auction
	Magnavox DVD player	27720	auction
	guitar	27731	auction
	Playstation w/memory card	27728	auction
	Playstation	27729	auction
	Playstation	27730	auction
C06-10-1723	CD/MP3 player	26979	auction
	CD player	26980	auction
C07-05-8425	cordless drill	31116	auction
	extension cord	31126	auction
	extension cord	31127	auction
	extension cord	31128	auction
	sawzall	31138	auction
	bag with misc. tools	31139	auction
C08-03-3259	Prada Milano coat	36331	auction



C07-07-0092	car stereo	31831	auction
	stereo	31832	auction
	alarm clock	31833	auction
	CD player (personal)	31834	auction
	car amp	31835	auction
	cordless drill	31836	auction
	cordless drill	31837	auction
	various tools	31838	auction
	DVD monitor (car)	31839	auction
	Venturer DVD monitor (car)	31840	auction
	DVD monitor (car)	31841	auction
	hammer, socket set	31843	auction
	toolbox with tools	31844	auction
	electric hedge trimmer	31845	auction
	Boss Audio System	31846	auction
	(2) car speakers	31847	auction
	Portable AC Unit	29808	auction
C07-03-4310			

# Williamson County Vehicle Retirement Form

## Identify Vehicle:

1HSHCATR91H404614				#707
Vehicle Identification Number				Door Number
994068	2001	INTERNATIONAL	8100 TRK TRACTOR	WHITE
License Plate Number	Year	Make	Model	Color
TRUCKING-PAVING 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 310972
- ☐ Not mechanically sound
- ☒ Other: Explain WAS APPROVED FOR REPLACEMENT IN FISCAL 2008-2009 BUDGET

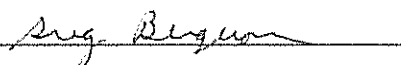
**Method of Retirement:** This vehicle is to be considered for: (Select one)

- ☒ **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 03 / 31 / 09

Print GREG BERGERON

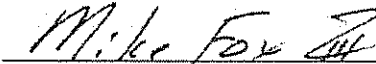
Signature 

## 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



Signature

Date 3 / 31 / 09  


# Williamson County Vehicle Retirement Form

## Identify Vehicle:

1HTSCABN3XH649028				#514
Vehicle Identification Number				Door Number
750562	1999	INTERNATIONAL	4700 DUMP TRK	WHITE
License Plate Number	Year	Make	Model	Color
EAST SIDE ROAD 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 183509
- ☐ Not mechanically sound
- ☒ Other: Explain WAS APPROVED FOR REPLACEMENT IN FISCAL 2008-2009 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 03 / 31 / 09

Print GREG BERGERON

Signature 

## Forward to Fleet Services Manager - Mike Fox

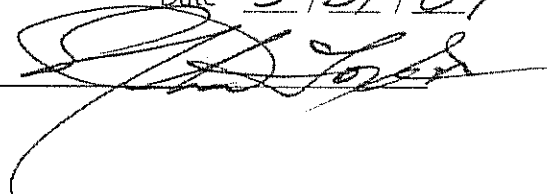
### For Fleet Services Use Only

- ☐ 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 Jr

Signature

Date 3, 31, 09  


# Williamson County Vehicle Retirement Form

## Identify Vehicle:

1HSHCATR5VH488372				#708
Vehicle Identification Number				Door Number
979821	1997	INTERNATIONAL	8100 TRK TRACTOR	WHITE
License Plate Number	Year	Make	Model	Color
TRUCKING-PAVING 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 319874
- ☐ Not mechanically sound
- ☒ Other: Explain WAS APPROVED FOR REPLACEMENT IN FISCAL 2008-2009 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 03 / 31 / 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 3, 31, 09  
*[Signature]*

# Williamson County Vehicle Retirement Form

## Identify Vehicle:

1FVHBXBS51HJ39861				#507
Vehicle Identification Number				Door Number
802695	2001	FREIGHTLINER	FL80	WHITE
License Plate Number	Year	Make	Model	Color
TRUCKING-PAVING 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 247594
- ☐ Not mechanically sound
- ☒ Other: Explain WAS APPROVED FOR REPLACEMENT IN FISCAL 2008-2009 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 03 / 31 / 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 3 / 31 / 09

*[Signature]*

# Williamson County Vehicle Retirement Form

## Identify Vehicle:

1FVHBXBS71HJ39862				#508
Vehicle Identification Number				Door Number
802694	2001	FREIGHTLINER	FL80	WHITE
License Plate Number	Year	Make	Model	Color
TRUCKING-PAVING 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 268477
- ☐ Not mechanically sound
- ☒ Other: Explain WAS APPROVED FOR REPLACEMENT IN FISCAL 2008-2009 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 03 / 31 / 09

Print GREG BERGERON

Signature 

## Forward to Fleet Services Manager - Mike Fox

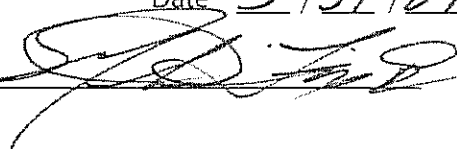
### For Fleet Services Use Only

- ☐ 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 III

Signature

Date 3, 31, 09  


# Williamson County Vehicle Retirement Form

## Identify Vehicle:

1HSHCATR3XH233061				#704
Vehicle Identification Number				Door Number
986574	1999	INTERNATIONAL	8100 TRK TRACTOR	WHITE
License Plate Number	Year	Make	Model	Color
TRUCKING-PAVING 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 289225
- ☐ Not mechanically sound
- ☒ Other: Explain WAS APPROVED FOR REPLACEMENT IN FISCAL 2008-2009 BUDGET

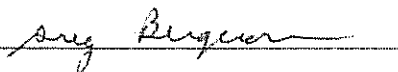
**Method of Retirement:** This vehicle is to be considered for: (Select one)

- ☒ **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 03 / 31 / 09

Print GREG BERGERON

Signature 

## Forward to Fleet Services Manager - Mike Fox

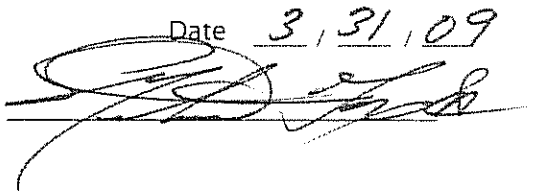
### For Fleet Services Use Only

- ☐ 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

Date 3, 31, 09  


Liberty Hill Spring Clean-Up Day  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Grimes Kathy, Commissioner Pct. #2  
Submitted For: Cynthia Long  
Department: Commissioner Pct. #2  
Agenda Category: Consent

Information

Agenda Item

Consider granting request for the City of Liberty Hill's Spring Clean-Up Day to be held on Saturday, May 16th at 9:00 AM at the URS parking lot.

Background

The City of Liberty Hill has requested the use of our Road and Bridge barn parking lot for their annual Spring Clean-Up Day. Dumpsters will be placed in the parking lot and will receive waste from 9:00 AM until noon, or whenever the dumpsters are full. This event has been successfully held annually for several years. Greg Bergerson has approved the request pending the approval of the Court.

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: 03/28/2009 03:52 PM  
Final Approval Date: 04/01/2009



Lane closures for Batstravanganza  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Mary Clark, Commissioner Pct. #1  
Submitted For: Mary Clark  
Department: Commissioner Pct. #1  
Agenda Category: Consent

Information

Agenda Item

Consider various lane closures for the second annual Batstravanganza.

Background

Scott & White has hired an engineering firm and the traffic plan is attached. S & W has hired somewhere between 15-20 officers to control traffic. Julie has flyers for all the home owners in area and special notifications for the 3 home owners on Hillridge as well as flyers for the home owners on Wood Mesa who driveways that come out directly onto the street where the route goes. No streets will be closed completed. All streets except and Wood Mesa will be open to two way traffic. Hillridge and Wood Mesa will have one lane open to both directions but will have officers at every intersection No streets will be closed completed.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Traffic control plan](#)

Form Routing/Status

Form Started By: Mary Clark      Started On: 04/02/2009 10:48 AM  
Final Approval Date: 04/02/2009

# TRAFFIC CONTROL PLAN FOR THE SCOTT & WHITE 5K

<u>SHEET #</u>	<u>SHEET NAME</u>
1	COVER SHEET
2 - 5	TRAFFIC CONTROL PLANS

ROUTE



LOCATION MAP

SUBMITTED BY:

GARRY L SILAGI

APRIL 2008

SD&D, LLC.

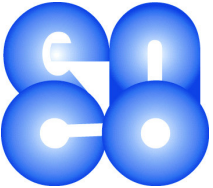
DATE

ENGINEERED BY:

ENCO CONSULTING, INC.

DATE

This document is released for the purpose of interim review and mark-up under the authority of Milan Urukalo, P.E. 88901. It is not to be used for construction purposes.



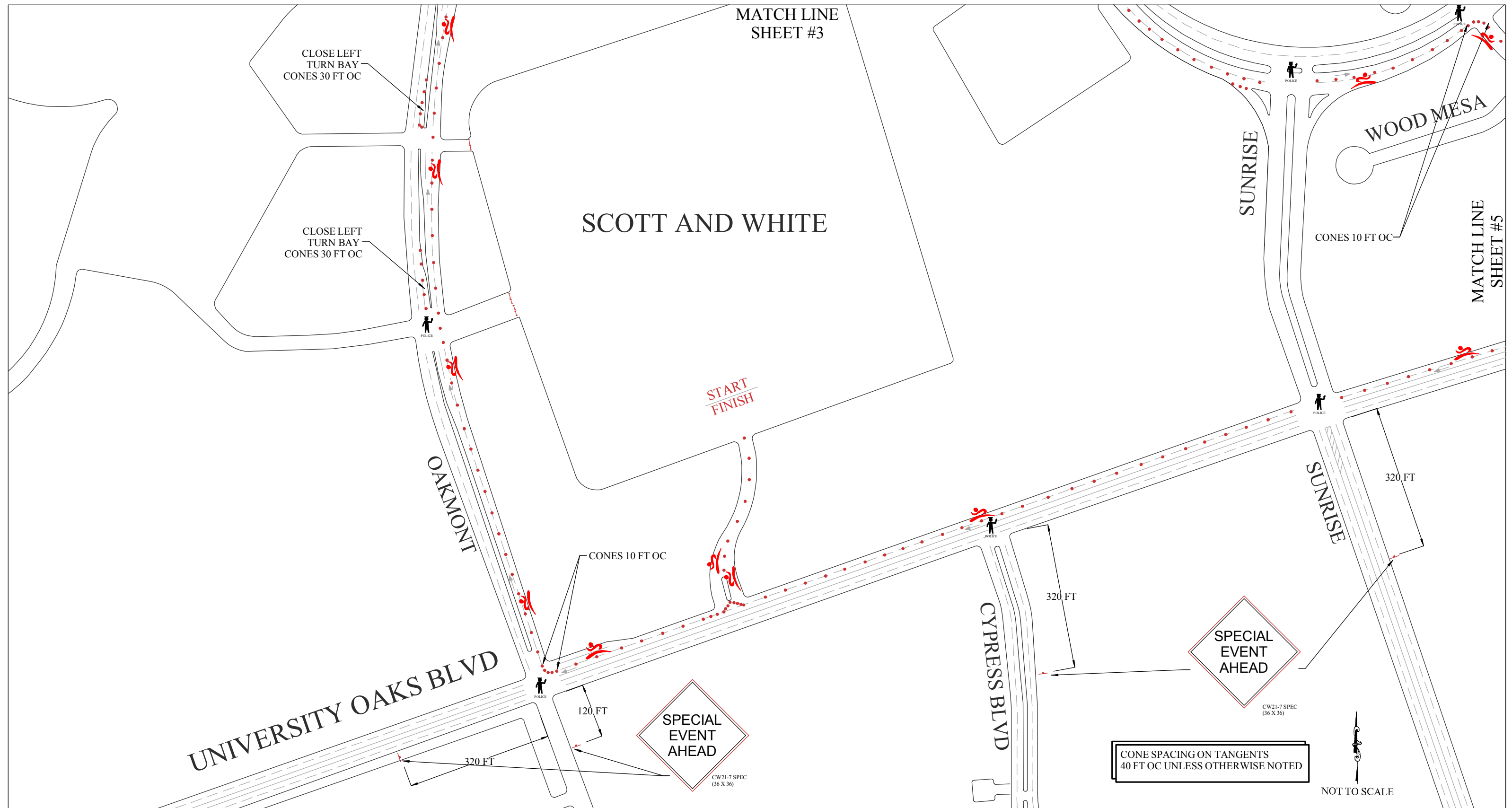
enco consulting, inc.

316 Nautilus Avenue, Austin, TX 78738  
512-261-3001 voice 512-261-7001 fax



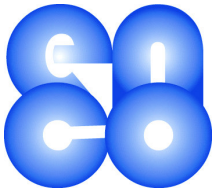
131 Old Stone Road Cedar Creek, Texas 78612  
512-350-7840

**SHEET**  
**1**



UNIVERSITY AND OAKMONT  
TRAFFIC CONTROL PLAN

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construction purposes.



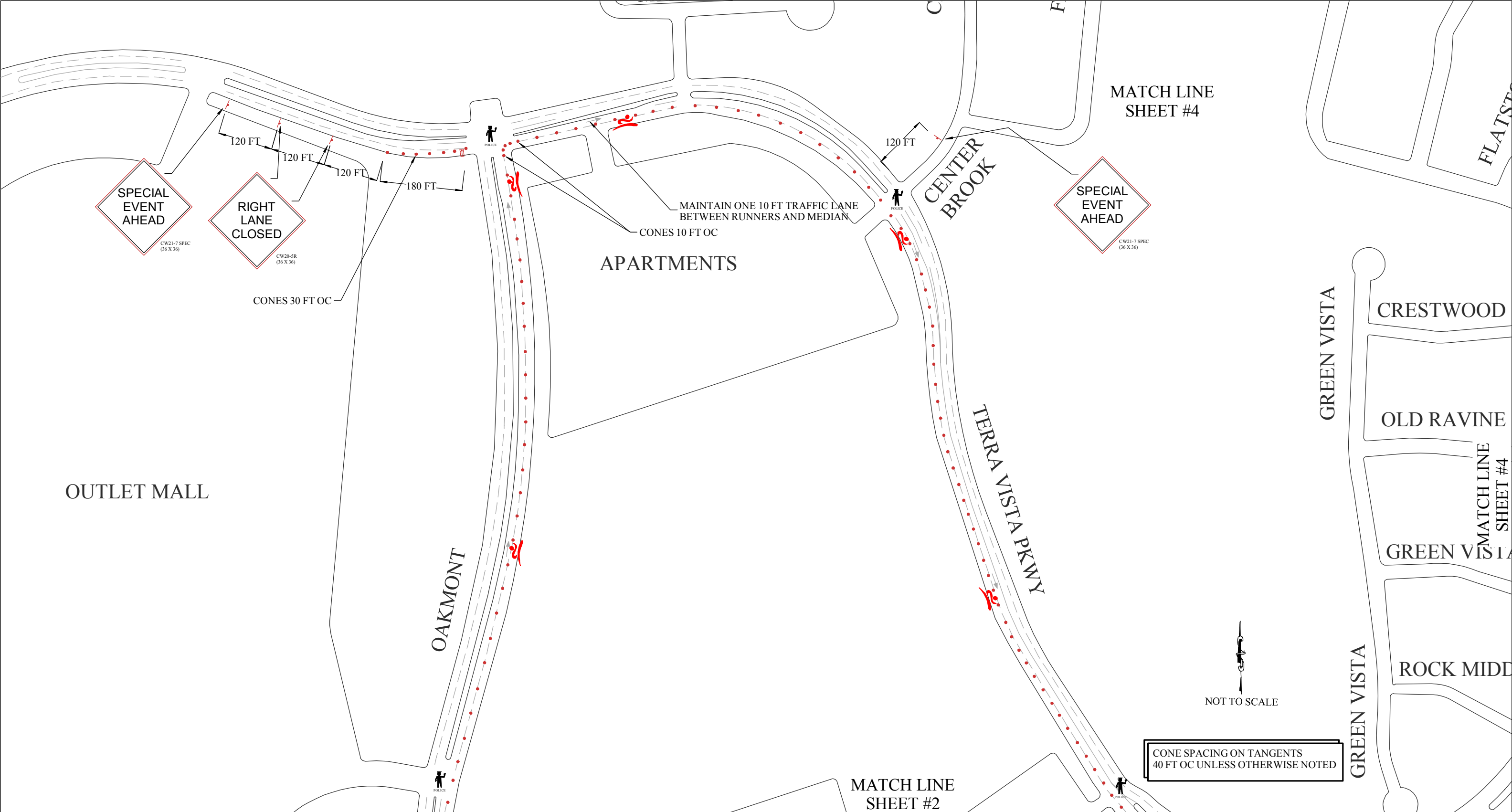
enco consulting, inc.

316 Nautilus Avenue, Austin, TX 78738  
512-261-3001 voice 512-261-7001 fax



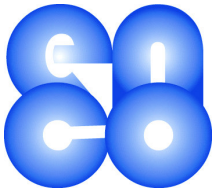
131 Old Stone Road Cedar Creek, Texas 78612  
512-350-7840

SHEET  
2



OAKMONT AND TERRA VISTA  
TRAFFIC CONTROL PLAN

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enco consulting, inc.

316 Nautilus Avenue, Austin, TX 78738  
512-261-3001 voice 512-261-7001 fax

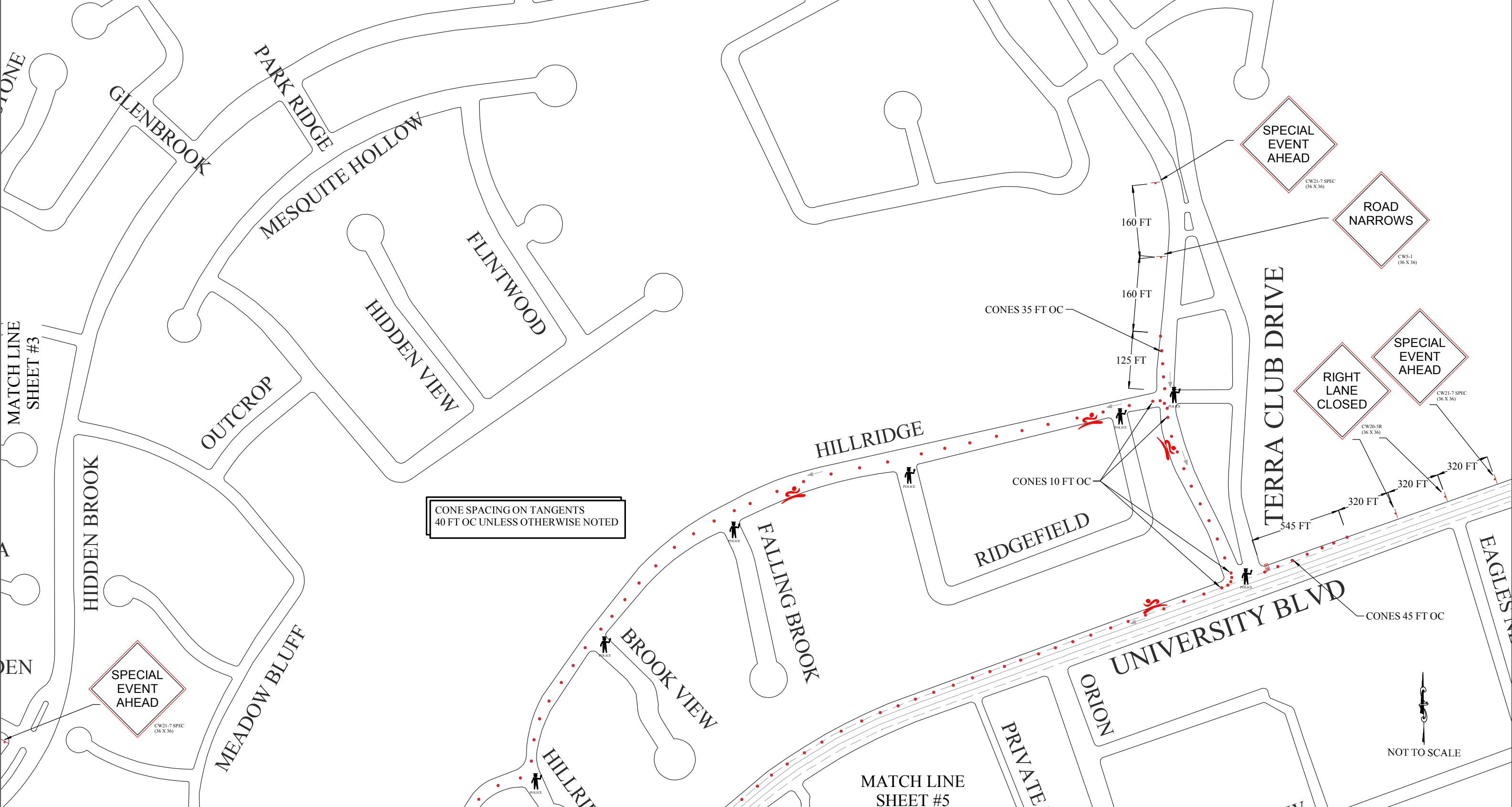


We're Working For You  
**sdd & LLC**  
CONSULTANT SERVICES

131 Old Stone Road Cedar Creek, Texas 78612  
512-350-7840

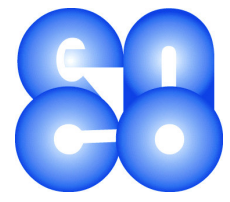
SHEET  
3





HILLRIDGE, TERRA CLUB  
AND UNIVERSITY  
TRAFFIC CONTROL PLAN

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and mark-up under the authority  
of Milan Urukalo, P.E. 88901.  
It is not to be used for  
construction purposes.

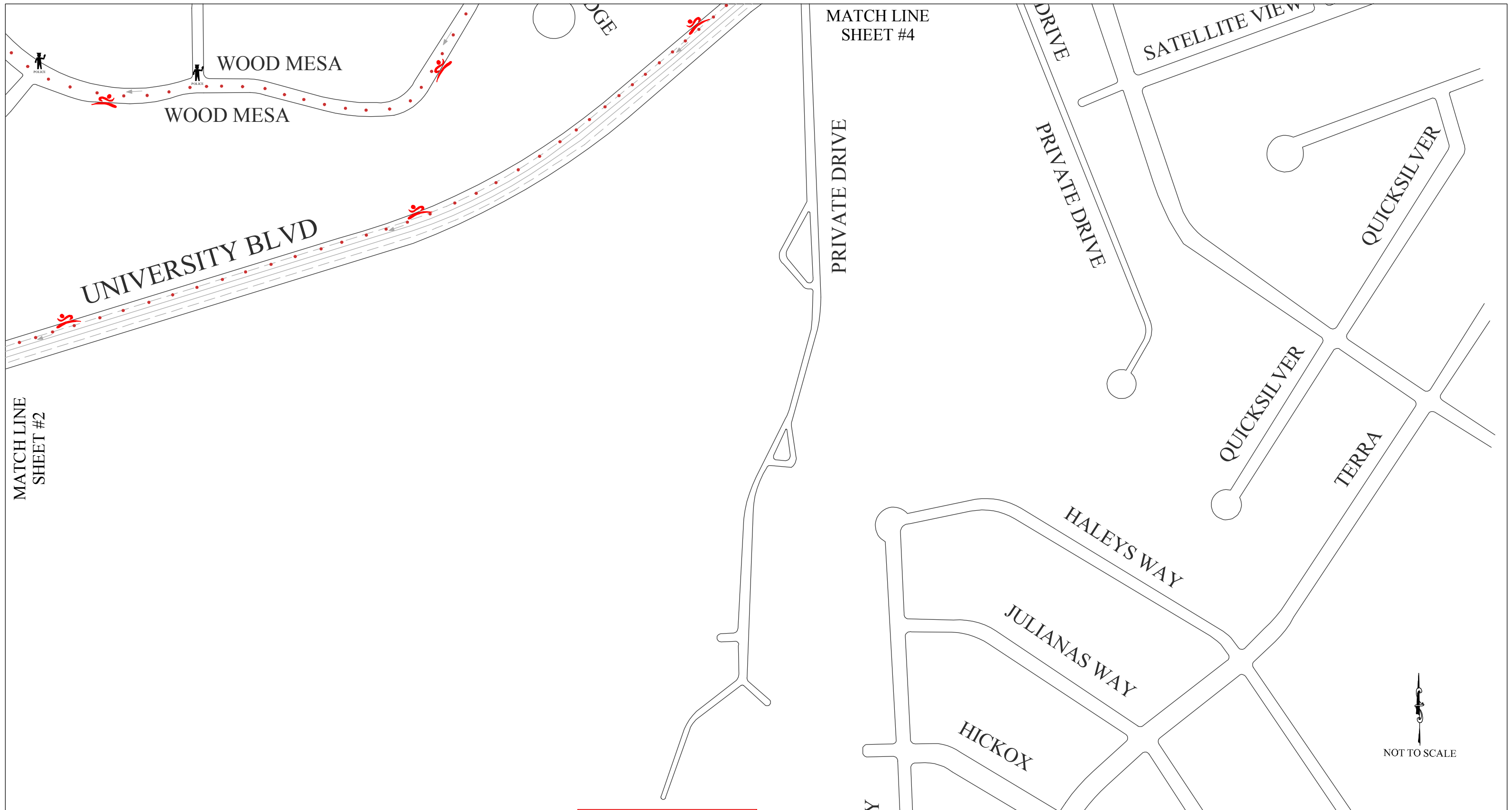


**enco consulting, inc.**  
316 Nautilus Avenue, Austin, TX 78738  
512-261-3001 voice 512-261-7001 fax



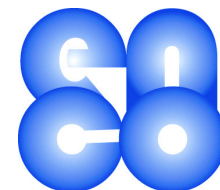
131 Old Stone Road Cedar Creek, Texas 78612  
512-350-7840

**SHEET**  
**4**



# WOOD MESA AND UNIVERSITY TRAFFIC CONTROL PLAN

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**enco consulting, inc.**

316 Nautilus Avenue, Austin, TX 78738  
512-261-3001 voice 512-261-7001 fax



131 Old Stone Road Cedar Creek, Texas 78612  
512-350-7840

**SHEET**  
**5**

Discuss and take action on the appointment of Jerry Allen to the ESD#5 Board in Jarrell.  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Terri Countess, Commissioner Pct. #3  
Submitted For: Valerie Covey  
Department: Commissioner Pct. #3  
Agenda Category: Consent

---

#### Information

#### Agenda Item

Discuss and take action on the appointment of Jerry Allen to the ESD#5 Board in Jarrell.  
This position replaces Will Richards whose term was 11/2007 - 11/2009. Jerry Allens term will be 11/2009 to 11/2011.

#### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [Jerry Allen](#)

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#### Form Routing/Status

Form Started By: Terri Countess      Started On: 04/01/2009 07:30 AM  
Final Approval Date: 04/01/2009

---

# JERRY D. ALLEN

---

411 2<sup>nd</sup> Street • Jarrell, Texas 76537 • 512.746.5255

*"It is the willingness and capacity to develop their skills that distinguishes leaders from followers."*

- Warren Bennis and Bert Nanus

## PROFILE

- NICET Level IV Certified Engineering Technician.
- Licensed with the State of Texas, RME #0461.
- Over 19 years experience in Operations, Sales, Project Management, and Fire Protection Design.

## EXPERIENCE

**Area Manager/Service Department Manager/ Contract Department Manager/  
Operations Manager/ Senior Project Manager/ Design Manager • 1996 – Present**  
Western States Fire Protection, Inc. • Austin, Texas

**Fire Protection Designer • 1994 – 1996**  
Sun City Fire Sprinkler Systems, Inc. • El Paso, Texas

**Fire Protection Designer/ Design Manager • 1990 – 1994**  
Casteel Automatic Fire Protection, Inc. • Amarillo, Texas

## SKILLS

- Hydracad, Sprinkcad, AutoCAD, Microsoft Project, Microsoft Word, Excel, Q&A, AS400, and Windows XP.

## EDUCATION

**2003 • University of Phoenix • Began Work on Business Degree (2yrs)**

**1985 Graduate • Caprock High School • Amarillo, Texas**

### **Related Classes and Seminars**

- 2006 NFSA "NFPA 25 – Inspection Testing and Maintenance."
- 2005 NFSA "Fire Pumps."
- 2005 NFSA "Sprinkler Protection for Storage Occupancies Seminar"
- 2004 FMI Leadership Institute.
- 2004 NFSA "Hydraulics for Fire Protection Seminar"

## MILITARY SERVICE

**United States Army • 82<sup>nd</sup> Airborne • 1986 – 1990**



## Final Plat Approval

## Commissioners Court - Regular Session

Date: 04/07/2009

Submitted By: Nickey Lawrence, Unified Road System

Submitted For: Joe England

Department: Unified Road System

Agenda Category: Consent

---

Information

## Agenda Item

Discuss and consider plat approval for Amended Plat of Lot 90 and Lots 91, Brushy Bend Park, Pct. 3.

## Background

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Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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## Attachments

Link: [Subdivisions](#)Link: [Subdivisions](#)

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Form Routing/Status

Form Started By: Nickey Lawrence      Started On: 04/02/2009 10:46 AM

Final Approval Date: 04/02/2009

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AMENDED PLAT OF LOT 90 AND LOT 91, BRUSHY BEND PARK

PART OF THE JOHN H. DILLARD SURVEY, ABSTRACT 179  
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING 6.37 ACRES OF LAND OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT 179. IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF LOT 90 AND LOT 91, BRUSHY BEND PARK, A SUBDIVISION OF RECORD FILED IN CABINET B, SLIDE 11, PLAT RECORDS OF WILLIAMSON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON ROD FOUND AT THE NORTHEAST CORNER HEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 91, BRUSHY BEND PARK, FROM WHICH THE SOUTHEAST CORNER OF SAID JOHN H. DILLARD SURVEY BEARS S 40° 33' E A DISTANCE OF 8544 FEET;

THENCE S 22° 17' 00" E A DISTANCE OF 600.12 FEET WITH THE EASTERLY LINE OF LOTS 90 & 91 TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 89;

THENCE S 22° 22' 07" E A DISTANCE OF 150.14 FEET TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER HEREOF, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 90;

THENCE S 67° 51' 28" W 301.09 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER HEREOF IN THE EAST LINE OF MAYFIELD DRIVE;

THENCE WITH THE EASTERLY LINE OF MAYFIELD DRIVE, THE FOLLOWING DESCRIBED TWO (2) COURSES AND DISTANCES:

- 1) N 34° 43' 18" W A DISTANCE OF 460.27 FEET TO A MAG-NAIL SET, AND;
- 2) N 22° 27' 00" W A DISTANCE OF 300.06 FEET TO AN IRON ROD SET AT THE NORTHWEST CORNER HEREOF, SAID POINT BEING THE NORTHWEST CORNER OF LOT 91;

THENCE N 67° 43' 00" E A DISTANCE OF 400.00 FEET WITH THE NORTH LINE OF SAID LOT 91 TO THE PLACE OF BEGINNING, CONTAINING 6.37 ACRES OF LAND.

COMMISSIONERS COURT NOTES

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THE PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. IT IS FURTHER UNDERSTOOD THAT THE STREETS, ROAD AND OTHER PUBLIC THOROUGHFARES SHOWN HEREON ARE PRIVATE, AND THE COUNTY ASSUMES NO RESPONSIBILITY OR OBLIGATION FOR CONSTRUCTION OR MAINTENANCE. AND FURTHER RESPONSIBILITY FOR MAINTENANCE FOR ALL ROADS WITHIN THIS SUBDIVISION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR THE PROPERTY OWNERS ASSOCIATION.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE SURVEYORS CERTIFICATE APPEARING HEREON, KNOWN AS "AMENDED PLAT OF LOT 90 AND LOT 91, BRUSHY BEND PARK", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DATE \_\_\_\_\_  
DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND WAS DULY RECORDED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009 AT \_\_\_\_\_ M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET \_\_\_\_\_, SLIDES \_\_\_\_\_.

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

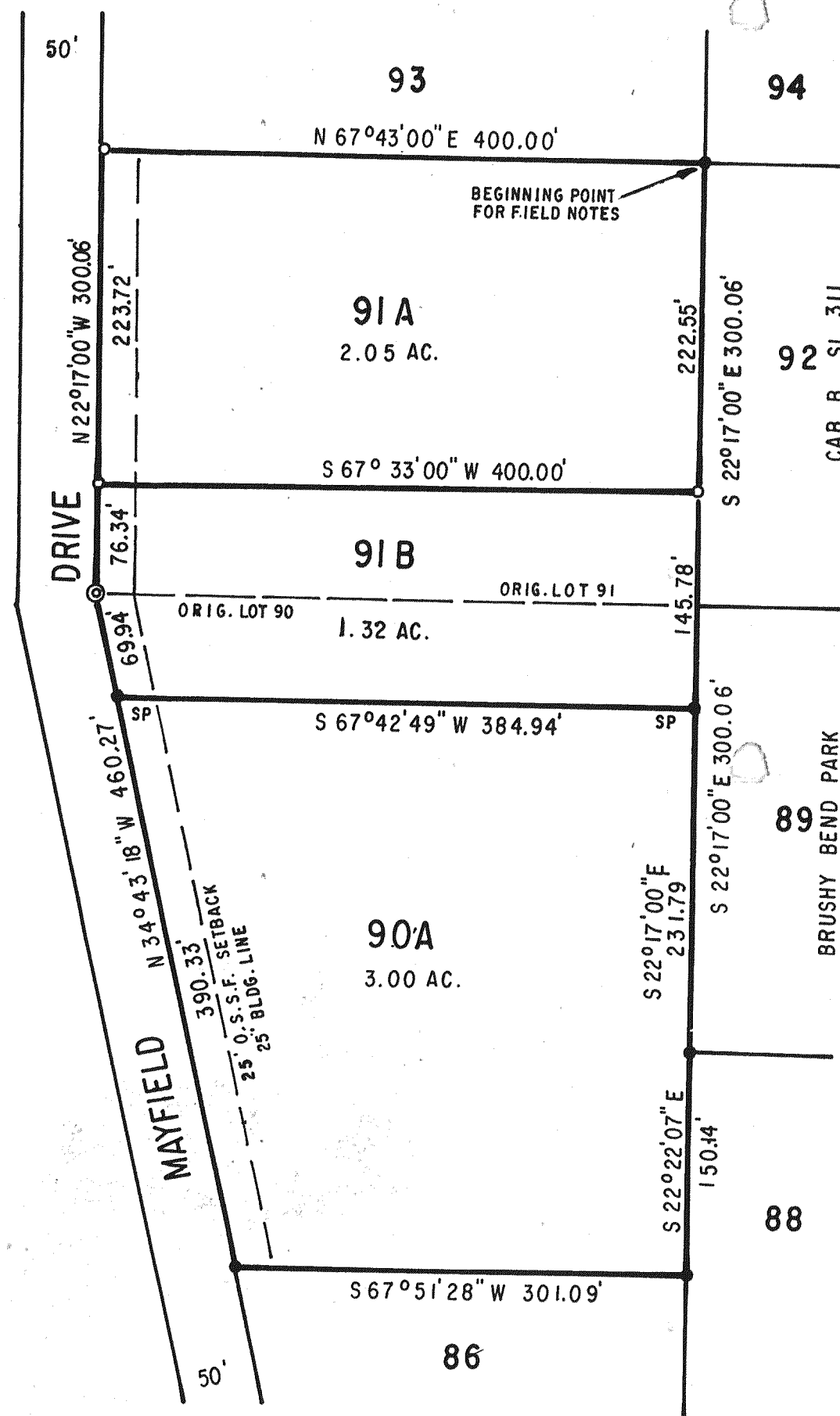
BY: \_\_\_\_\_ FOR NANCY RISTER  
CLERK, COUNTY COURT  
WILLIAMSON COUNTY, TEXAS

OWNERS: GARY KASPRZYK WAYNE & BEVERLEY WRIGHT  
1901 MAYFIELD DRIVE 1805 MAYFIELD DRIVE  
ROUND ROCK, TX 78681 ROUND ROCK, TX 78681  
512-651-6590 512-255-4557

ACRES: 6.37  
SURVEY: JOHN H. DILLARD, SURVEY, ABSTRACT NO. 179  
NO. OF LOTS: 3  
LENGTH OF NEW STREET: NONE  
PROPOSED USE: SINGLE FAMILY RESIDENTIAL  
DATE SUBMITTED: 2-10-09  
SURVEYOR: COALTER & ASSOCIATES  
905 N. IH-35, SUITE 108  
ROUND ROCK, TX 78664  
512-255-8211 FAX 512-255-8263

# AMENDED PLAT OF LOT 90 AND LOT 91, BRUSHY BEND PARK

PART OF THE JOHN H. DILLARD SURVEY, ABSTRACT 179  
WILLIAMSON COUNTY, TEXAS



## WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT APPROVAL

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARD'S AQUIFER REGULATIONS, WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS, AND WILLIAMSON COUNTY ON-SITE SEWERAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATION OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY HEALTH DEPARTMENT AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

*Paulo Pinto*  
PAULO PINTO  
DIRECTOR OF ENVIRONMENTAL SERVICES

DATE 2 APRIL 2009

## GENERAL NOTES

1. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE DEVELOPMENT PERMIT (CCDP) APPLICATION FORM TO THE WILLIAMSON CO. FLOOD PLAIN ADMINISTRATOR.
2. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
3. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
4. WATER SERVICE FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT AND WASTEWATER SERVICE WILL BE PROVIDED BY ON SITE SEWAGE FACILITIES FOR EACH INDIVIDUAL LOT.
5. THE LOTS IN THIS SUBDIVISION WILL BE SERVED BY DIP TYPE DRIVEWAYS.
6. THE OWNERS OF THESE LOTS, NOT WILLIAMSON COUNTY, SHALL BE RESPONSIBLE FOR SECURING ANY PERMITS, APPROVALS, OR COMPLYING WITH ALL FEDERAL, STATE OR COUNTY RULES, REGULATIONS OR LAWS GOVERNING THE ENVIRONMENT, HEALTH, ENDANGERED SPECIES, OR OTHER APPLICABLE SUBJECTS.

## SURVEYORS CERTIFICATE

I, STAN COALTER, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME, ON THE GROUND, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS OR OVERLAPPING OF IMPROVEMENTS, AND SAID PROPERTY HAS ACCESS TO A DEDICATED PUBLIC ROAD.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

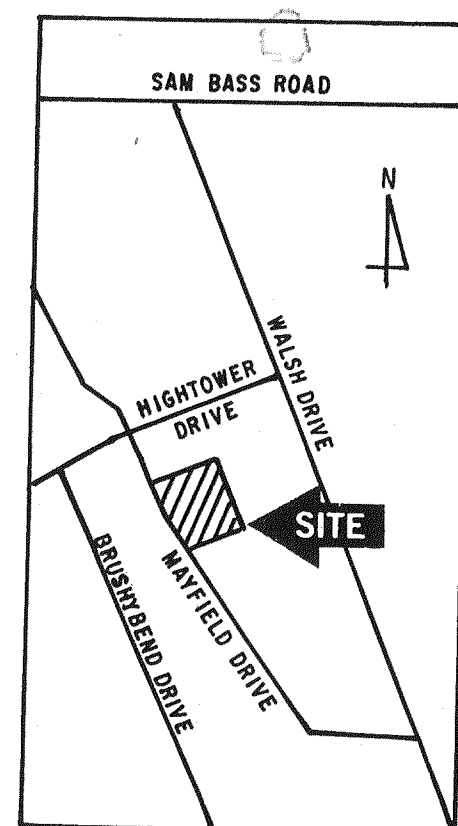
NO LOT WITHIN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0490E, EFFECTIVE 9-26-08.

*Stan Coalter*  
STAN COALTER, RPLS, LSLS  
2-10-09



APPROVED BY:

*Inusa Baker* DATE 4/2/2009  
WILLIAMSON COUNTY 911 ADDRESSING COORDINATOR



LOCATION DIAGRAM (NO SCALE)

1" = 100'  
● - IRON ROD FOUND  
○ - IRON ROD SET  
⊙ - MAG. NAIL SET  
SP - STL. POST IN CONC.  
BEARING BASIS: W. LINE LOTS 89/92  
S 22°17'00"E  
CAB. B SL. 311  
O.S.S.F. - ON SITE SEWAGE  
FACILITY SETBACK

COALTER & ASSOCIATES  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSED STATE LAND SURVEYOR

905 N. IH 35, SUITE 108 (512) 255-8211 TELEPHONE  
ROUND ROCK, TEXAS 78664 (512) 255-6263 FACSIMILE  
STAN.COALTER@PRODIGY.NET

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

THAT GARY KASPRZYK, OWNER OF ALL OF LOT 91 AND THE NORTH 0.61 OF AN ACRE OF LOT 90, BRUSHY BEND PARK, A SUBDIVISION OF RECORD FILED IN CABINET B, SLIDE 311, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO HIM BY DEEDS RECORDED IN VOLUME 614, PAGE 208, AND VOLUME 657, PAGE 669, DEED RECORDS, WILLIAMSON COUNTY, AND WAYNE ELVIS WRIGHT AND BEVERLEY SUE WRIGHT OWNERS OF THE SOUTH 3.0 ACRES OF LOT 90 OF SAID BRUSHY BEND PARK, CONVEYED TO US BY DEED RECORDED UNDER DOCUMENT NO. 2008064160, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO HEREBY JOIN, CONSENT AND APPROVE ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON AND AS SET OUT ON THE PLAT OF SAID BRUSHY BEND PARK, AND DO HEREBY RESUBDIVIDE SAID LOTS TO BE KNOWN AS "AMENDED PLAT OF LOT 90 AND LOT 91, BRUSHY BEND PARK, AND DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY AND ALL EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. WE HEREBY ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS OUR HANDS THIS THE 2nd DAY OF April, 2009

*Gary Kasprzyk* *Wayne E. Wright* *Beverly S. Wright*  
GARY KASPRZYK WAYNE ELVIS WRIGHT BEVERLEY SUE WRIGHT

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Gary Kasprzyk KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 2nd DAY OF April, 2009.

*Carolyn Nielson*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

MY COMMISSION EXPIRES 11/9/11

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Wayne E. Wright KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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*Carolyn Nielson*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

MY COMMISSION EXPIRES 11/9/11

April 2009 Monthly Construction Summary Report  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Krista Zaleski, Road Bond  
Department: Road Bond  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

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

Background

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Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2009-04-CSR](#)

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Form Routing/Status

Form Started By: Krista Zaleski      Started On: 04/02/2009 08:37 AM  
Final Approval Date: 04/02/2009

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# ROAD BOND & PASS THROUGH FINANCING

## Construction Summary Report

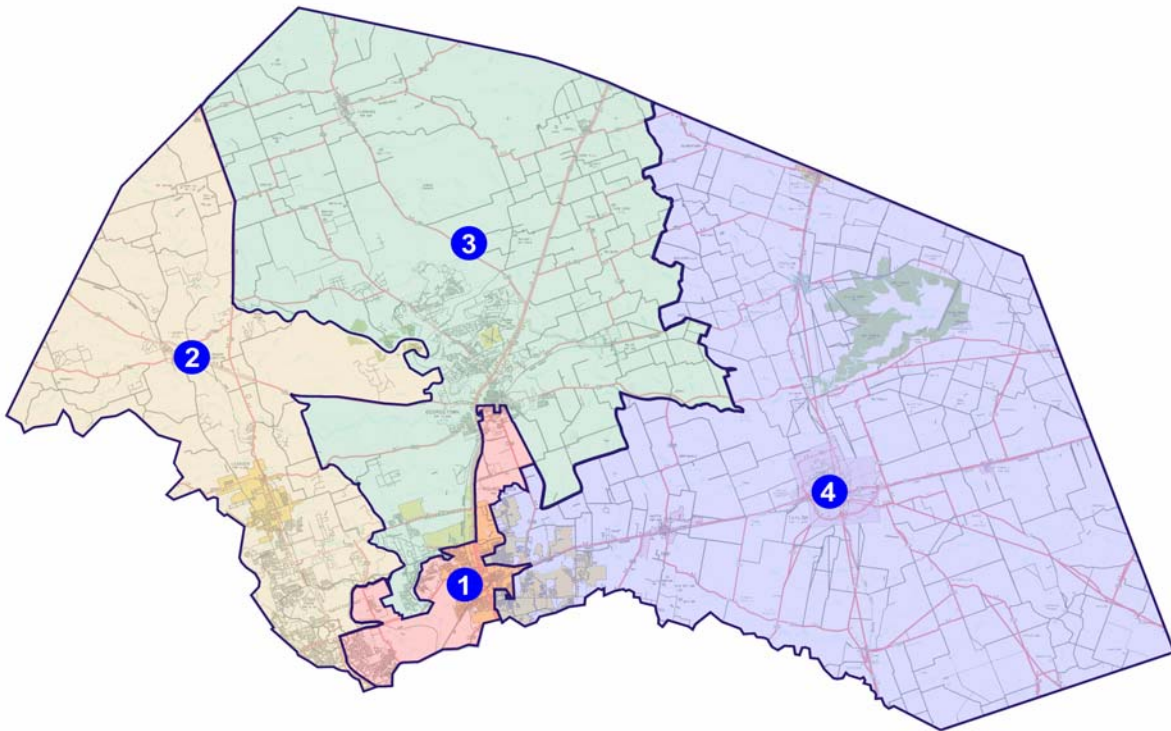
County Judge  
Dan Gattis

Commissioners  
Lisa Birkman  
Cynthia Long  
Valerie Covey  
Ron Morrison

# April 2009

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume VIII - Issue No. 4



Presented By:



PRIME  
STRATEGIES,  
INC.

**HNTB**

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# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 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**

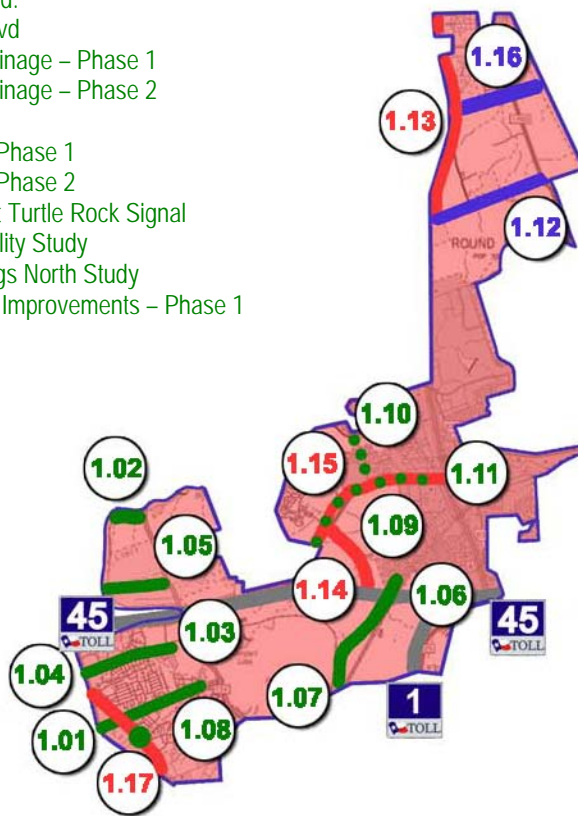
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A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

- 1.12 CR 111 (Westinghouse Rd)
- 1.16 Georgetown SE Inner Loop

### In Design

- 1.13 IH-35 Northbound Frontage Rd and Ramps
- 1.14 O'Connor Extension
- 1.15 RM 620 Ultimate Schematic and EA
- 1.17 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	1/27/2009		120	48	168

<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	6/2/2008	8/31/2008	91	\$456,146.87	\$456,146.87	\$24,007.73	\$24,007.73	61	54	\$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	72	\$0.00	\$0.00
3	10/1/2008	12/31/08	27	\$85,708.05	\$728,472.54	\$4,510.95	\$37,800.66	96	88	\$0.00	\$0.00

3/23/2009 Comments - TxDOT has accepted the project. The Certificate of Completion will be issued the week of 3/30/09. HNTB is awaiting the Contractor's submission of a final pay estimate.

<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.

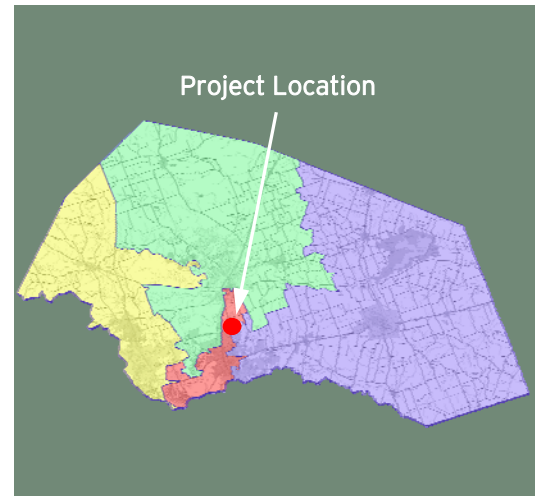
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/30/2008	-19,537.50	-7,668.30

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	02/26/2009	9,263.40	1,595.10

3F: County Convenience. Additional work desired by the County. This change order provides payment for installation of an additional pedestrian improvements at the intersection of Liberty Walk and Tonkinese Drive. This change order also provides payment for the upgrade of sign material reflectivity (stop signs and stop ahead signs) in lieu of hardwired continuous flashing beacons. Twenty (20) days were added to the Contract schedule. Substantial Completion for all work with the exception of work associated with Change Order No. 3 was reached on October 27, 2008 and time charges were stopped. Time charges began again on January 7, 2009 when work on Change Order No. 3 commenced.

Adjusted Price = \$782,239.11



## 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



## MARCH 2009 IN REVIEW

**3/2/2009** - JC Evans reopened the Park Central intersection last Thursday, 2/26/09. 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 placed curb and gutter on 2/27/09 from the pond to the west tie-in. JC Evans has completed the placement of the rip rap on the north side between CR 116 to just west of Park Central and has started the rip rap placement just east of the pond on the south side.

**3/9/2009** - JC Evans is placing concrete on the driveways just west of the pond on both sides on the roadway. They have started working on fine grading the base in preparation for placement of asphalt pavement. The GEC has received the plan sheets for the additional driveways for the Madison Property. The GEC is also working on the change order for this addition.

**3/23/2009** - JC Evans is placing the Madison driveways and working on fine grading the base in preparation for the placement of asphalt pavement. JC Evans began priming operations on Monday, 3/23/09.



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
9	2/1/2009	2/28/2009	28	\$199,204.04	\$2,747,563.28	\$10,484.42	\$144,608.59	48	35	\$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-Tera 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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	03/10/2009	42,796.26	149,600.93

3F: County Convenience. Additional work desired by the County. An additional turn lane/median opening and a street stub-out is being added at the TeraVista Track. 1B: Design Error or Omission. Other. Erosion control items are being added that were left out of the original plan sheets. These items include topsoil, seeding, and rip rap for the median noses in all of the proposed median islands.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	03/30/2009	2,760.00	152,360.93

2J: Differing Site Conditions (unforeseeable). Other. In order to complete the driveway installation at sta. 77+50, it was necessary to remove an existing entrance with gates. This change order accounts for costs incurred by the Contract to replace the entrance.

Adjusted Price = \$6,016,414.87

# PRECINCT 2

## COMMISSIONER LONG

### Under Construction / Bidding

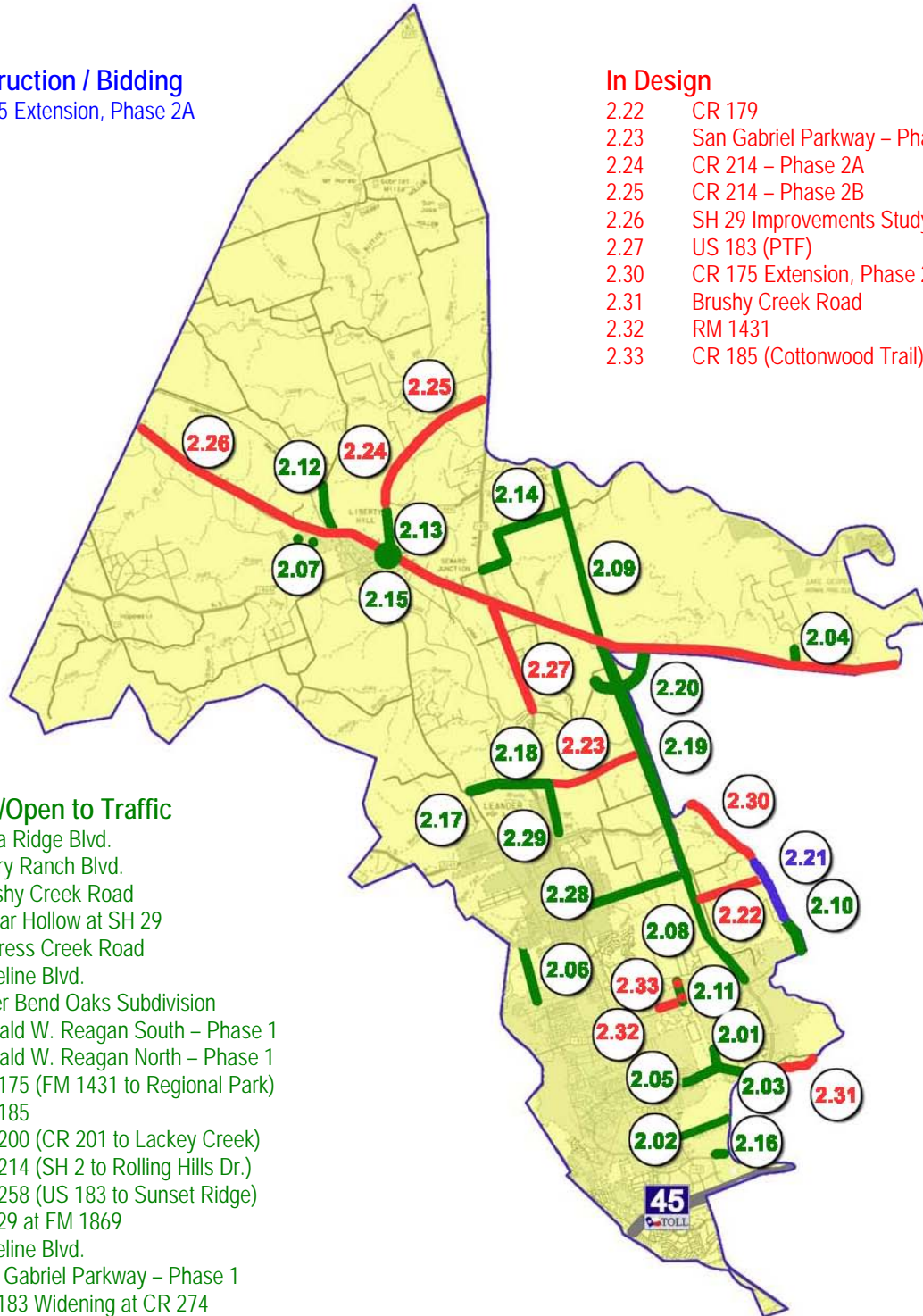
2.21 CR 175 Extension, Phase 2A

### 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 Improvements Study & Schematic  
 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

3/23/2009 Comments - Final acceptance is pending resolution of the Railroad Crossing issues. J.C Evans' railroad crossing submittal has been accepted by CapMetro. J.C. Evans is proceeding with ordering material and scheduling the work.

<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	12/31/05	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0	\$0.00	\$0.00
3	1/1/2006	1/31/2006	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	10/31/06	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38	\$0.00	\$0.00
13	11/1/2006	11/30/06	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	10/31/27	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	2/29/2008	13	\$789,217.12	\$13,147,345.81	\$-381,980.87	\$268,689.77	94	100	\$0.00	\$0.00
25	3/1/2008	3/31/2008	N/A	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	-	\$0.00	\$0.00
26	4/1/2008	4/30/2008	N/A	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-	\$0.00	\$0.00
27	5/1/2008	5/31/2008	N/A	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-	\$0.00	\$0.00

3/23/2009 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.

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Adjusted Price = \$14,582,016.74

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**CR 175, Ph. 2A Extension (Regional Park to Creekside Meadows)**  
**Project No. 09WC707**

Original Contract Price = \$1,854,291.16

<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>
1/21/2009	2/3/2009	TBD	TBD			180	0	180

<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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3/23/2009 Comments - Approval of the WPAP has been received from TCEQ. The PreConstruction conference has been tentatively scheduled for the week of 4/13/09. Invitations to the meeting will be sent when the date and time have been finalized. A Groundbreaking Ceremony has been scheduled for April 20th at 1:30.

3/9/2009 Comments - Recommendation of award to the Low Bidder RGM Constructors approved on 2/3/09 Court agenda. HNTB is working with RGM Constructors to finalize construction contracts with required information. Contracts with the last outstanding property owner were signed on 2/25/09. Haynie provided additional information to TCEQ regarding the removal of a septic system within the ROW. WPAP approval from TCEQ is still pending. Alba is coordinating utility relocations with AT&T and PEC. PEC is acquiring easements for relocation of their facilities.

Adjusted Price = \$1,854,291.16

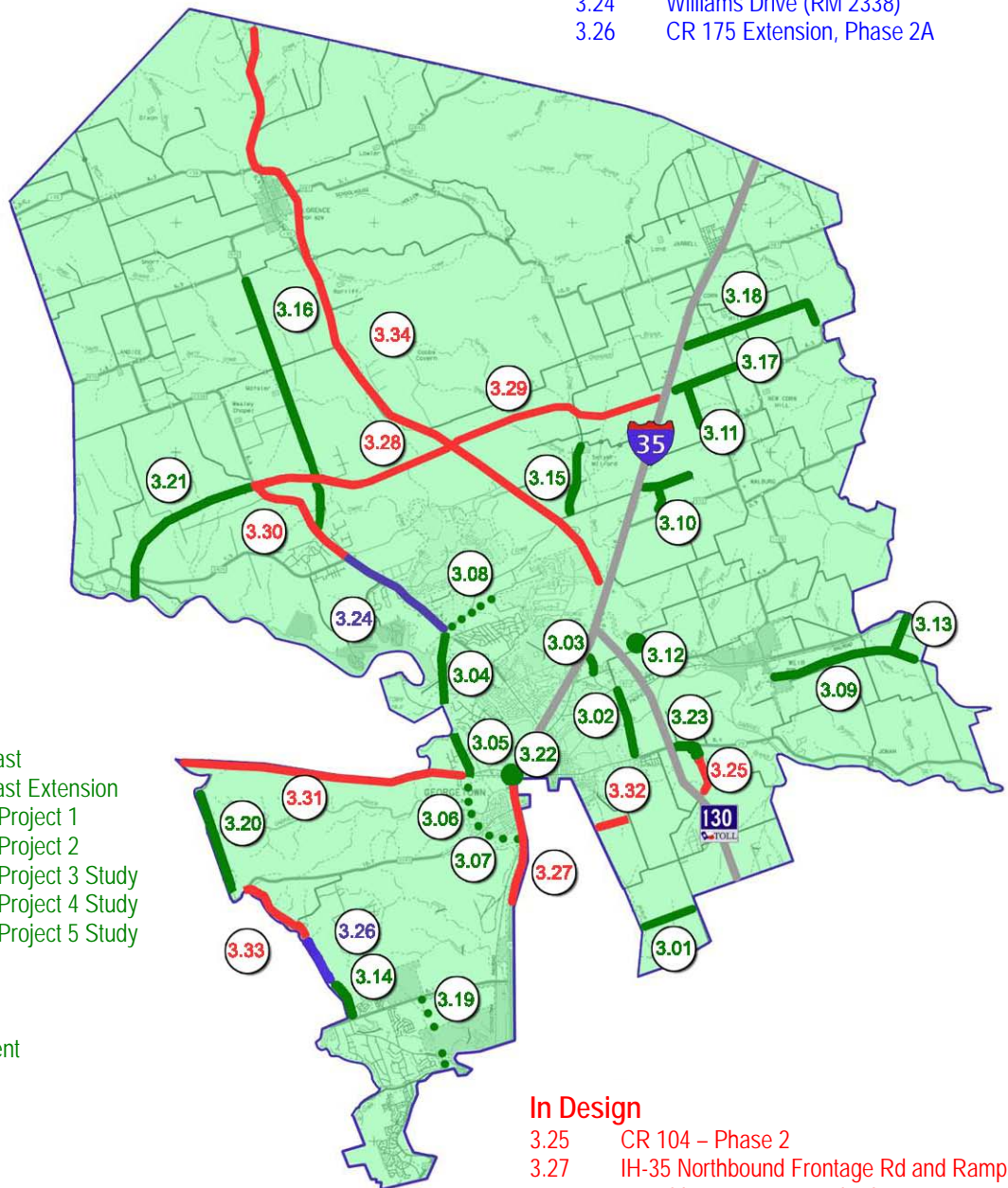
# PRECINCT 3

## 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 Improvements Study & Schematic
- 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 Used</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	5/31/2008	23	\$123,657.52	\$8,766,673.79	\$6,508.29	\$461,403.88	94	98	\$0.00	\$0.00
16	6/1/2008	6/30/2008	N/A	\$114,594.93	\$8,881,268.72	\$6,031.32	\$467,435.20	103	98	\$0.00	\$0.00
17	7/1/2008	7/31/2008	N/A	\$326,467.91		\$-279,522.21	\$187,912.99	103	98	\$0.00	\$0.00

3/23/2009 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.

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Adjusted Price = \$9,418,150.21

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**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	10/29/200	10/31/07	3	\$296,803.30	\$296,803.30	\$0.00	\$0.00	8	1	\$0.00	\$0.00
2	11/1/2007	11/19/07	19	\$430,321.76	\$727,125.06	\$0.00	\$0.00	20	10	\$0.00	\$0.00
3	12/1/2007	12/18/07	18	\$238,722.18	\$965,847.24	\$0.00	\$0.00	26	19	\$0.00	\$0.00
4	1/1/2008	1/22/2008	22	\$655,758.48	\$1,621,605.72	\$0.00	\$0.00	44	29	\$0.00	\$0.00
5	2/1/2008	2/21/2008	21	\$419,178.90	\$2,040,784.62	\$0.00	\$0.00	56	39	\$0.00	\$0.00
6	3/1/2008	3/21/2008	21	\$221,080.63	\$2,261,865.25	\$0.00	\$0.00	62	49	\$0.00	\$0.00
7	4/1/2008	4/22/2008	22	\$292,046.55	\$2,553,911.80	\$0.00	\$0.00	70	59	\$0.00	\$0.00
8	5/1/2008	5/21/2008	21	\$112,337.87	\$2,666,249.67	\$0.00	\$0.00	73	69	\$0.00	\$0.00
9	6/1/2008	6/21/2008	21	\$129,096.35	\$2,795,346.02	\$0.00	\$0.00	76	79	\$0.00	\$0.00
10	7/1/2008	7/22/2008	22	\$259,428.07	\$3,054,774.09	\$0.00	\$0.00	83	90	\$0.00	\$0.00
11	8/1/2008	8/18/2008	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

3/23/2009 Comments - An acceptable level of vegetation has been established. HNTB is coordinating with TxDOT for final acceptance.

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.

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Adjusted Price = \$3,635,214.34

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**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</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	0	\$12,696.30	\$1,893,498.17	\$0.00	\$0.00	95	100	\$0.00	\$0.00

3/23/2009 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

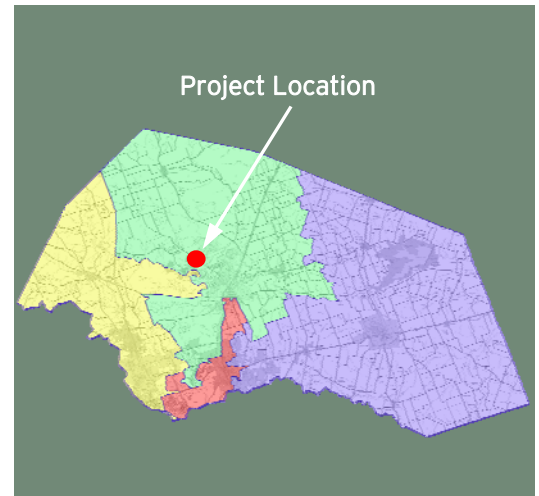
3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project.

<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



## MARCH 2009 IN REVIEW

**3/3/2009** - The PreConstruction Meeting was held on Friday, 2/27/09. Notice to Proceed was issued on 3/2/2009 with time charges beginning on 3/16/09.

**3/9/2009** - JC Evans has begun setting erosion control devices. PBS&J has set up a meeting on 3/10/09 with the GEC and the Contractor to discuss the construction activities and what utilities are still in conflict.

**3/23/2009** - JC Evans cleared brush on the north side of the roadway from Woodland Park to Jim Hogg. Atmos Gas relocations are complete. Verizon is complete along the north side from Jim Hogg to Sedro, but is still working on manhole along southside east of Jim Hogg and working from the existing hut east of Sedro to B.B's restaurant. PEC is working on the western end of the project, east of FM 3405 on both the north & south sides to Four T Ranch Rd. Suddenlink is complete from Lakewoods Dr. to Jim Hogg.



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>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/16/2009	3/31/2009	16	\$409,766.45	\$409,766.45	\$0.00	\$0.00	4	3	\$0.00	\$0.00

Adjusted Price = \$11,464,068.41

# PRECINCT 4

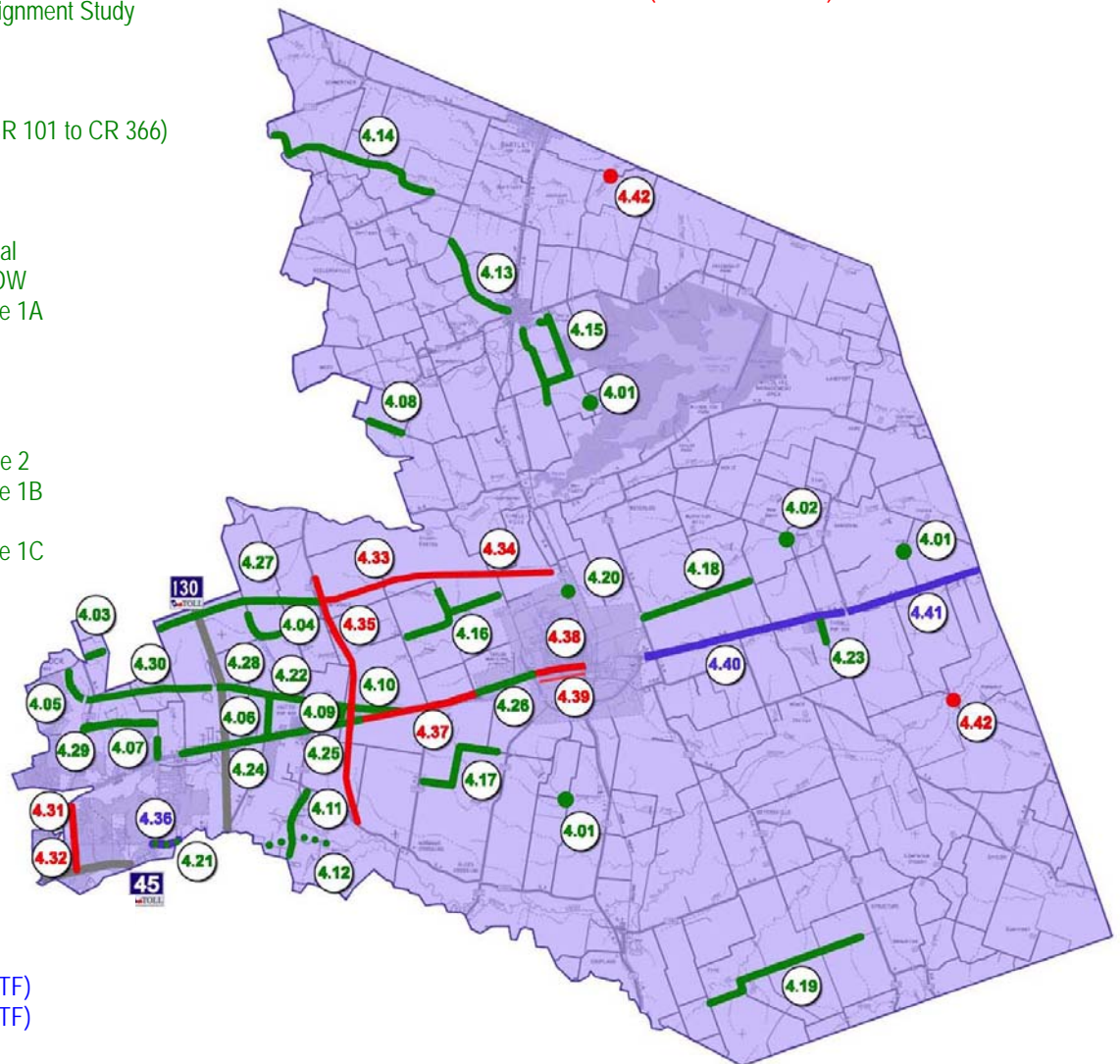
## COMMISSIONER MORRISON

### 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 79/2<sup>nd</sup> 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	4/1/2008	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

3/23/2009 Comments - Final project acceptance is on hold pending the establishment of vegetation.

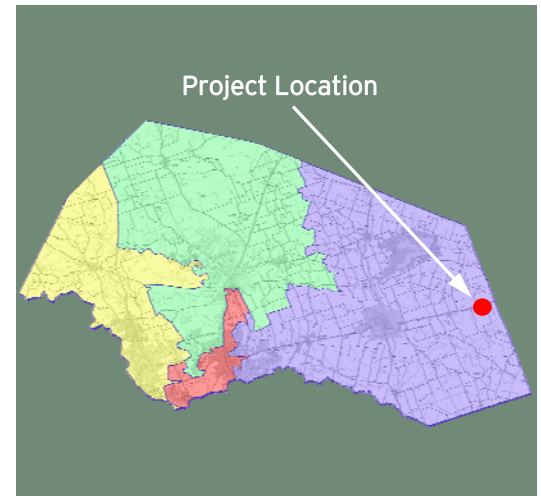
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/17/2008	17,888.18	17,888.18

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



## MARCH 2009 IN REVIEW

**3/2/2009** - JC Evans continues processing flex base for the proposed westbound lanes. JC Evans is beginning formwork for the headwall and wings on culverts #1 and #2. Grading continues on the median ditch and north ditch at various locations throughout the project. Work on culvert #11 has been suspended due to the deteriorating conditions of the existing structure. Coordination with TxDOT is ongoing for a final solution for repair or full replacement of the culvert.

**3/9/2009** - JC Evans continues processing the third lift of flex base for the proposed westbound lanes. Formwork and pouring concrete for headwalls and wings continues on culverts #1, #2, #3 and #7. Grading operations continue on the median and north ditches. JC Evans is beginning installation of the median drop inlets at various locations throughout the project.

**3/24/2009** - JC Evans continues to process the third lift of flex base for the proposed westbound lanes. JC Evans continues with formwork and pouring concrete for headwalls and wings at various culvert locations. Grading operations continue on the median and north ditches and JC Evans continues with placement of drainage pipes at the median crossovers.



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	6/24/2010		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	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	\$0.00	\$0.00	9	6	\$0.00	\$0.00
3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	\$0.00	\$0.00	11	11	\$0.00	\$0.00
4	10/1/2008	10/31/08	23	\$308,687.50	\$2,174,727.87	\$0.00	\$0.00	13	16	\$0.00	\$0.00
5	11/1/2008	11/30/08	20	\$473,119.00	\$2,647,846.87	\$0.00	\$0.00	16	20	\$0.00	\$0.00
6	12/1/2008	12/31/08	24	\$147,566.05	\$2,795,412.92	\$0.00	\$0.00	16	24	\$0.00	\$0.00
7	1/1/2009	1/31/2009	26	\$502,757.37	\$3,298,170.29	\$0.00	\$0.00	19	30	\$0.00	\$0.00
8	2/1/2009	2/28/2009	24	\$1,005,695.63	\$4,303,865.92	\$0.00	\$0.00	25	34	\$0.00	\$0.00

Change Order NumberApprovedCost This COTotal CO

1

01/23/2009

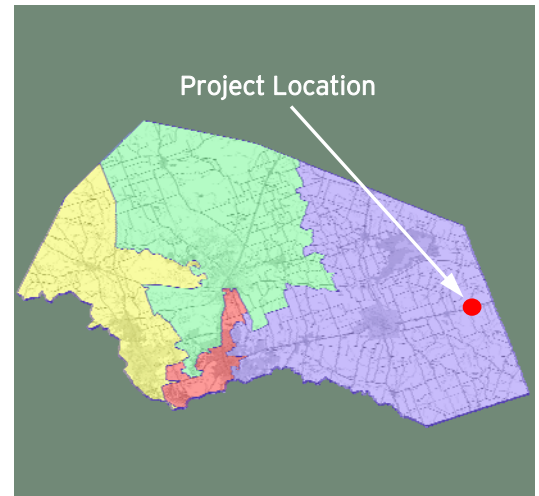
25,000.00

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



## MARCH 2009 IN REVIEW

**3/2/2009** - Hunter continues to prepare ROW and stockpile topsoil on the west end of project. Excavation & embankment operations of subgrade continue west of CR 421 on the proposed westbound lanes. The lime treated subgrade located west of Thrall is currently being mixed for the second time. Hunter has graded and began installation of culvert "L" and continues with the relocation of the water line.

**3/9/2009** - Excavation & embankment operations of subgrade continue on the west end of the proposed westbound lanes, including grading of ditches. The first lift of flex base is being processed from west of Thrall to FM 1063. Hunter began installation of median drop inlets KB-01 and KD-01 and continues with the relocation of the 8" water line west of CR 421.

**3/23/2009** - Hunter continues with preparation of ROW, shaping ditches, and excavation & embanking operations between FM 619 and CR 421. Hunter continues with relocation of the 8" water line west of CR 421 and processing flex base for the proposed westbound lanes from CR 421 to FM 1063.



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
2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	\$0.00	\$0.00	13	4	\$0.00	\$0.00

Adjusted Price = \$20,021,693.92

LAN Supplemental #1 to US 79, sect. 5B Pass Through project CSJ#0204-04-042  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Marie Walters, Road Bond  
Department: Road Bond  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider authorizing Lockwood, Andrews & Newnam, Inc. (LAN) Supplemental #1 to their US 79, section 5B (CSJ#0204-04-042) Professional Service Agreement (PSA) to allow for the execution of Supplemental #1 to Work Authorization #2 for Construction Phase Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [LAN Supp.1 to US79, sect.5B PSA](#)

Link: [LAN Supp.1 to WA2 US 79, sect.5B](#)

Form Routing/Status

Route

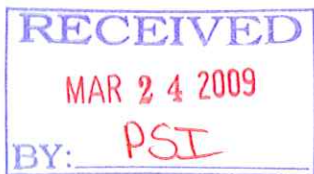
Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	04/01/2009 10:32 AM	APRV
4	Prime Strategies Inc (Originator)	Marie Walters	04/01/2009 01:24 PM	APRV

Form Started By: Marie Walters

Started On: 04/01/2009 10:09 AM

Final Approval Date: 04/01/2009





Project Name: US 79, sect. 5B  
CSJ# 0204-04-042

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

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Lockwood, Andrews and Newnam, Inc. (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on April 25, 2006;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to \$1,038,599.50 ; and,

WHEREAS, the "*Compensation Cap*" in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$1,038,599.50; and,

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

WHEREAS, it has become necessary to amend the agreement.

**AGREEMENT**

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

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$1,038,599.50 to \$1,063,599.50.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$1,038,599.50 to \$1,063,599.50.
- III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.

All other provisions are unchanged and remain in full force and effect.

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

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

**ENGINEER:**

By: Carol Luschen, PE  
Signature

Carol Luschen, PE  
Printed Name

Associate  
Title

3/20/09  
Date

**COUNTY:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OK 3/24/09  
m



Project Name: 08WC607

**ATTACHMENT A  
SUPPLEMENTAL NO. 1 TO  
WORK AUTHORIZATION NO. 2**

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

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

See attached Exhibit B *US 79, sect. 5B CSJ# 0204-04-042*

**Part 2.** The maximum amount payable for services under this Supplemental #1 to Work Authorization #2 without modification is \$25,000.00

These funds estimated for Construction Phase Services is only for budget purposes only. The funds will be expended as the Construction Phase progresses and as required.

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

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2010, unless extended by a Supplemental Work Authorization.

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

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

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

ENGINEER:  
Lockwood Andrews & Newnam, Inc.

COUNTY:  
Williamson County, Texas

By: Carol Luschen, PE  
Signature

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

Carol Luschen, PE  
Printed Name

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

Associate  
Title

\_\_\_\_\_  
Title

3/20/09  
Date

\_\_\_\_\_  
Date

**LIST OF EXHIBITS**

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Engineer
- Exhibit D - Fee Schedule (Budget purposes Only)

OK 3/21/09  
mm

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY COUNTY**

#### **US 79 WILLIAMSON COUNTY, TEXAS**

From: 65.4' East of the Intersection of US 79 and FM 1063.  
To: Milam County Line.  
Length: 4.04 miles  
County: Williamson

**Supplemental #1  
Construction Phase Services  
Date: 1.21.09**

#### **PROJECT DESCRIPTION**

##### **Existing Facility**

The usual existing road section consists of four 12-foot lanes of asphalt concrete pavement with open ditch drainage and no shoulders. There is a common ditch between the roadway and the railroad. The existing right of way (ROW) is approximately 200 feet wide.

##### **Proposed Facility**

The proposed roadway will be a four-lane divided roadway with a 54-foot median. The lanes are 12-foot wide with 4-foot inside shoulders and 10-foot outside shoulders. The proposed ROW is approximately 200 feet wide. The western end of the proposed road will tie into the proposed 4-lane divided section on the east side of the City Thrall at the intersection with US 79 and FM 1063. The eastern end of the project will tie to the existing 4-lane undivided section at the Williamson / Milam County Line. **This US 79 project is a TxDOT project developed by Williamson County as a Pass-Through Toll project. The project will be designed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines.**

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the County shall provide the following:

#### **I. Construction Phase Services (Function Code 354)**

1. The OWNER shall provide request for the review of shop drawings, RFI's and information required to execute a change order.
2. Review Scope of work for Change Orders if needed and provide direction on services needed for each assignment.

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY ENGINEER, LOCKWOOD, ANDREWS & NEWMAN, INC.**

#### **US 79 WILLIAMSON COUNTY, TEXAS**

From: 65.4' East of the Intersection of US 79 and FM 1063.

To: Milam County Line.

Length: 4.04 miles

County: Williamson

**Supplemental #1  
Construction Phase Services  
Date: 1.21.09**

#### **PROJECT DESCRIPTION**

##### **Existing Facility**

The usual existing road section consists of four 12-foot lanes of asphalt concrete pavement with open ditch drainage and no shoulders. There is a common ditch between the roadway and the railroad. The existing right of way (ROW) is approximately 200 feet wide.

##### **Proposed Facility**

The proposed roadway will be a four-lane divided roadway with a 54-foot median. The lanes are 12-foot wide with 4-foot inside shoulders and 10-foot outside shoulders. The proposed ROW is approximately 200 feet wide. The western end of the proposed road will tie into the proposed 4-lane divided section on the east side of the City Thrall at the intersection with US 79 and FM 1063. The eastern end of the project will tie to the existing 4-lane undivided section at the Williamson / Milam County Line. **This US 79 project is a TxDOT project developed by Williamson County as a Pass-Through Toll project. The project will be designed according to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines.**

#### **I. Construction Phase Services (Function Code 354)**

1. Provide Construction support which includes responding to RFI's, Reviewing Shop Drawings, Clarifications, and providing Change order plan sheets as directed by HNTB.

'Exhibit "D"  
 Lockwood, Andrews & Newman, Inc.  
 US 79 Upgrade to 4-Lane Divided  
 Williamson County, Texas  
 Preparation of Plans, Specification, and Estimate (PS E)  
 Fee Schedule

Task Description (Due to Nature, these are estimates only)	Firm	Number of Sheets	Project Principal	Senior Project Manager	Senior Engineer	Project Engineer	Graduate Engineer	Senior Designer	CADD Operator	Clerical	Total (Hours)	Total (\$ Dollars)	hrs/sheets
			\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00			
<b>Construction Phase Services</b>													
Review Shop Drawings	LAN			21	16					20	57	\$6,880.00	
Provide Response to RFI	LAN			22	22						44	\$6,710.00	
Attend Meetings in Field	LAN			20							20	\$3,200.00	
Change Order	LAN			21	15			22				\$7,515.00	
Fuel cost (1260 miles X .55/mile)												\$695.00	
SUBTOTAL		0	0	84	53	0	0	22	0	20	121	\$25,000.00	
TOTAL LABOR			\$0.00	\$10,080.00	\$5,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$16,790.00	\$25,000.00	
TOTAL												\$25,000.00	

Project Budget Transfer Request 2001 Road Bond  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Pam Navarrette, County Auditor  
Submitted For: Pam Navarrette  
Department: County Auditor  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Consider authorizing project budget transfer request of 2001 Road Bond monies per recommendation of Mike Weaver, Road Bond Manager: \$2,000,000.00 from P127 (O'Connor Boulevard) to P197 (SH 45/O'Connor Boulevard Exchange).

Background

Since these segments will go to construct during different time periods, a separate project number needs to be created to separate expenditures.

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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: Pam Navarrette      Started On: 03/26/2009 01:28 PM  
Final Approval Date: 04/01/2009

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TDA Permanent Agreement  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Robyn Murray, Juvenile Services  
Submitted For: Robyn Murray  
Department: Juvenile Services  
Contract Oversight:  
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on the Permanent Agreement with the Texas Department of Agriculture Food & Nutrition Division.

Background

TDA Permanent Agreement as required by the National School Lunch Act and the Child Nutrition Act for participation and reimbursement eligibility under the National School Lunch Program, School Breakfast Program, Seamless Summer Program and the Afterschool Care Program for residents and students in the Juvenile Justice Center.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: <\\Juvenile\Users\RMurray\WORD\AgendaLink Contracts\TDA Permanent Agreement.pdf>

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Attorney	Hal Hawes	04/01/2009 05:00 PM	APRV
2	Jim Gilger	Jim Gilger	04/02/2009 07:20 AM	APRV
3	Budget	Wendy Coco	04/02/2009 08:43 AM	APRV
4	County Judge Exec Asst.	Wendy Coco	04/02/2009 08:44 AM	APRV

Form Started By: Robyn Murray

Started On: 03/26/2009 08:36 AM

Final Approval Date: 04/02/2009

# **TEXAS DEPARTMENT OF AGRICULTURE FOOD AND NUTRITION DIVISION**

## **PERMANENT AGREEMENT**

246 - 2005 / 75M1002

County/District or Uniform Contract Number (UCN)

### **National School Lunch Program, School Breakfast Program, Summer Food Service Program, Child and Adult Care Food Program and Special Milk Program**

The Texas Department of Agriculture, hereinafter referred to as TDA, and W.C.J.S.D., hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215.

#### **I. DEFINITIONS**

For purposes of this Agreement:

“Contractor” shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture’s (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with TDA to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the Summer Food Service Program, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program and School Breakfast Program and which is approved to participate in the Program.

“School nutrition programs” shall mean all services provided under the authority of the National School Lunch Program, and the School Breakfast Program.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

## II. PROGRAM DESIGNATION

The above named Contractor applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Contractor decides to discontinue or begin operating any of these programs after signing this Agreement, Contractor must provide TDA advance written notice, including the proposed effective date of the change. Upon approval of the request, TDA will, at TDA's option, enter into a new agreement with Contractor or amend this Agreement. If TDA terminates Contractor from one or more of the programs Contractor is operating, but allows Contractor to continue operating other programs, at TDA's option, Contractor must enter into a new agreement with TDA to operate the remaining programs or amend this Agreement to state which programs Contractor will continue to operate.

- ☒ National School Lunch Program  
including:
  - ☒ Afterschool Care Program
  - ☒ Seamless Summer Option
  - ☐ Fresh Fruit and Vegetable Program
- ☒ School Breakfast Program
- ☐ Summer Food Service Program
- ☐ Child and Adult Care Food Program
  - ☐ Adult Day Care Centers
  - ☐ Child Care Centers
  - ☐ Day Care Homes
- ☐ Special Milk Program

## III. CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

- A. Contractor will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Uniform Administrative Requirements For Grants and Cooperative Agreements To State And Local Governments (7 CFR, Part 3016, as amended), as applicable, Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals, and Other Non-Profit Organizations (7 CFR, Part 3019, as amended), as applicable, Audits of State, Local Governments, and Non-Profit Organizations (7 CFR Part 3052, as amended) and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by TDA and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit H" and fully incorporated herein by reference.

Contractor further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

- B. Contractor accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by Contractor. This responsibility includes any audit exceptions or payment deficiency in the program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by TDA or USDA and Contractor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
- C. If Contractor participates in the school nutrition programs, Contractor agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):
  - 1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues and the limitations on any competitive school food service;
  - 2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;
  - 3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;
  - 4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy of said claims. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified below shall apply:

Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

- a. If such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than 5 years or both; or,
- b. If such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than 1 year or both.

Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;

5. Submit claims for reimbursement in accordance with procedures established by TDA and program regulations. Final claims for reimbursement must be received by TDA not later than 60 days following the last day of the month covered by the claim. Original or revised claims not received within 60 days require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available;
6. Upon request, make all accounts and records pertaining to its school food service program available to TDA and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years (three years if operating in a private school or residential child care institution) after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five-year period (three-year period if Contractor is a private school or residential child care institution) as long as required for resolution of the audit findings raised by the audit;
7. Limit its net cash resources to an amount that does not exceed three months average expenditures for its non-profit school food services or such other amount as may be approved in accordance with TDA;
8. Serve meals that meet the minimum requirements prescribed in Schedules B, C, D, E, F, G, H, I, J and K, as applicable, and which are attached to this Agreement as Exhibit A and fully incorporated herein;
9. Price the meals as a unit;
10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals;
11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Maintain necessary facilities for storing, preparing and serving food;
14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;
16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;
17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by TDA;
18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;
19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;
20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;
21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all

elementary schools under its jurisdiction of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;

22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;

23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:

- a. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;
- b. Price the meal supplement as a unit;
- c. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
- c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
- d. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
- e. Claim reimbursement for no more than one meal supplement per child per day;
- f. Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school is in operation each school year, except that an Afterschool Care Program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
- g. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

24. Certify that each of the schools listed in Schedule A of Exhibit A, which is attached to this Agreement and fully incorporated herein and identifies the names of all schools in the school district conducting school nutrition programs, is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended; and

25. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein.

D. If Contractor is a Sponsor for the Summer Food Service Program, Contractor agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:

1. Operate a nonprofit food service during the period specified, as follows:

- a. From May through September for children on school vacation;
- b. At any time of the year, in the case of Contractor administering the Program under a continuous school calendar system; or
- c. During the period from October through April, if Contractor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;

2. If Contractor is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;

3. If sponsor is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;

4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;

5. Issue a free meal policy statement in accordance with §225.6(c);

6. Meet the training requirement for Contractor's administrative and site personnel, as required under §225.15(d)(1);

7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;

8. Serve a maximum number of meals under the Program, as approved by TDA, if Contractor is serving meals prepared by a food service management company, as required under §225.6(d)(2), and document in its files the maximum number of meals that may be served;

9. Obtain written approval from TDA to make permanent changes in the serving time of any meal;



10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;
11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;
13. Have access to facilities necessary for storing, preparing, and serving food;
14. Maintain a financial management system as prescribed by the State agency;
15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d) (2) and (3);
16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
18. Ensure children consume meals on site unless TDA allows certain foods to be taken off site for consumption; and
19. Retain final financial and administrative responsibility for its program.
20. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

E. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDA. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim,

negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, which ever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDA and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;

5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;

6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;

7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and

8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;

3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;

4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;

5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by TDA or FSNRO where applicable;;
6. Maintain a financial management system as prescribed by TDA or FSNRO where applicable;
7. Upon request, make all records pertaining to the SMP available to TDA, USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
8. Retain the individual applications for free milk submitted by families for a period of -three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the -three-year period as long as required for resolution of the issues raised by the audit; and

#### **IV.**

#### **TDA CLAIMS PAYMENT**

- A. TDA will, subject to federal appropriation and availability to TDA of sufficient funds for the applicable program, make program payment to Contractor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.
- B. Pursuant to §2252.903 of the Texas Government Code, any payments owing to Contractor under this Agreement will be applied toward elimination of Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

#### **V.**

#### **STATE AUDITOR'S OFFICE**

Contractor understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

## **VI. IMMIGRATION**

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

## **VII. CERTIFICATIONS**

Contractor shall execute and comply with the following Certifications: (1) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, which is attached to this Agreement as Exhibit D and fully incorporated herein; (2) Certification Regarding Lobbying, which is attached to this Agreement as Exhibit E and fully incorporated herein; and (3) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Agreement as Exhibit F and fully incorporated herein; (4) Clean Air and Water Certification, which is attached to this Agreement as Exhibit G and fully incorporated herein.

## **VIII. TERM AND TERMINATION**

- A. This Agreement shall take effect on \_\_\_\_\_, 20\_\_\_\_, or upon signature by appropriately authorized representatives of both Parties, whichever is later.
- B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR, Parts 3015, 3016, 3019 and 3052. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
  - 1. Termination by mutual agreement of the Parties. This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.
  - 2. Termination in the best interest of the State. TDA may terminate this Agreement at any time when, in its sole discretion, TDA determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in a notice of termination from TDA.
  - 3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

4. Termination for Change in Ownership or Legal Identity of Institution. Contractor understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.

5. Termination for impossibility or unreasonability. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

#### **IX.**

#### **AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY MEMORANDA, AND GUIDANCE**

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Contractor agrees to comply with them.

If Contractor does not wish to comply with any changes or new items, Contractor must seek to terminate this Agreement in accordance with section VIII of this Agreement.

#### **X.**

#### **SEVERABILITY**

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

#### **XI.**

#### **SIGNATURES**

This Agreement establishes or continues the rights and responsibilities of TDA and Contractor pursuant to Contractor's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Contractor certifies that all information submitted pursuant to this agreement is true and correct. Contractor understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

**CONTRACTOR**

Williamson Cty Juvenile Svcs Dept By: \_\_\_\_\_  
Name of Contracting Organization Signature of the  
(Please print or type) official who has been authorized to sign  
contracts on behalf of the contracting organization.

Judge Dan Gattis \_\_\_\_\_ Williamson County Judge \_\_\_\_\_  
Name of Official Signing Title of Official  
(Please print or type) (Please print or type)

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

**TEXAS DEPARTMENT OF AGRICULTURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
TDA Representative

Revised January 2009

**EXHIBIT A**  
**SCHEDULES A-K**  
**(Applicable to NSLP/SBP/SMP only)**

**Schedule A:** Names of all schools/sites in the school food authority that participate in the NSLP/SBP/SMP

**Schedule B:** School Breakfast Pattern for Traditional Food Based Menu Planning

**Schedule C:** School Breakfast Pattern for Enhanced Food Based Menu Planning

**Schedule D:** School Lunch Pattern for Enhanced Food Based Menu Planning

**Schedule E:** School Lunch Pattern for Traditional Food Based Menu Planning

**Schedule F:** Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

**Schedule G:** Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

**Schedule H:** Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels

**Schedule I:** Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (by Age Groups)

**Schedule J:** Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (by Age Groups)

**Schedule K:** Afterschool Care Program Meal Pattern

Request approval of invoice from True Automation from Tax Assessor/Collector's office  
Commissioners Court - Regular Session

Date: 04/07/2009

Submitted By: Kathryn Morehouse, County Tax Assessor Collector

Submitted For: Deborah Hunt

Department: County Tax Assessor Collector

Agenda Category: Consent

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#### Information

#### Agenda Item

Request approval of invoice from True Automation from Tax Assessor/Collector.

#### Background

A purchase order was not done for the Truth in Taxation 2009. The merchandise has been received. Please approve so invoice can be paid. Thank you.

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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: Kathryn Morehouse      Started On: 04/01/2009 09:47 AM

Final Approval Date: 04/01/2009

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Accept donation of K-9 Desi  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Deborah Wolf, Sheriff  
Submitted For: Deborah Wolf  
Department: Sheriff  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider accepting donation of K-9 Desi from Deputy John Richter.

Background

Deputy John Richter would like to donate K-9 Desi to the Williamson County Sheriff's Office. This donation will save the County approximately \$12,000. K-9 Desi has been successfully trained in Narcotic Detection. K-9 Desi would be considered Sheriff's Office property and Williamson County will be responsible for her medical costs and food. Deputy Richter has requested that K-9 Desi be returned to him on completion of her operational status or upon his retirement, promotion or leaving the Sheriff's Office and to be able to purchase K-9 Desi back from the County for \$1.00.

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: Deborah Wolf      Started On: 04/02/2009 09:57 AM  
Final Approval Date: 04/02/2009

## Room Rental

## Commissioners Court - Regular Session

Date: 04/07/2009  
 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 adopting policies for room rentals in county owned buildings.

## Background

On March 10, 2009 Mary Clark gave a presentation to the court regarding rental of meeting rooms in county owned buildings. Some proposed rules and regulations as well as a consent form and fee schedule including a list of rooms available for rent were reviewed. After comments from the commissioners we have implemented some minor changes, including removing the conference room from the Cedar Park Annex as well as the conference room in the Taylor Annex from the list of rooms available to the public for use. The fee schedule was also adjusted as the court was not in favor of adding any new personnel in the FY 2010 budget to accomodate use after normal county business hours. Attached is a draft of the rules and regulations, a consent form and a new fee schedule with a detailed list of the rooms to be included in the policy.

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## Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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## Attachments

Link: [Consent Form](#)

Link: [Rules & Regulations Draft](#)

Link: [Fee Schedule Draft](#)

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## Form Routing/Status

Form Started By: Mary Clark      Started On: 03/27/2009 04:53 PM

Final Approval Date: 04/01/2009

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DRAFT

## Williamson County Community Room Usage Consent Form

(See attached list for details on rooms and locations)

- Central Maintenance Facility - URS training & conference room
- Animal Shelter - Community Room
- Hutto Rifle Range - Community Room
- Round Rock Annex – Community Room & conference room

All organizations, groups, and businesses interested in renting a community room or conference room from the county will have a responsible representative agree to this consent form by signature.

### KEYS OR ACCESS TO THE BUILDING

Each renter will be provided a key or proximity card, or access will be given by a county employee for usage during rental. If you are issued a key or proximity card it should be returned by no later than the 5 p.m. on the next business day after the rental. Failure to return the key in a timely manner will result in the loss of the security deposit or future room rental privileges.

### JANITORIAL ISSUES

All facilities rooms should be in good condition when keys or proximity cards are issued for utilized spaces. There are many things that can result in complaints after usage such as, but not limited to, floor staining, trash not being taken out of the facility, or restrooms in disarray. These are merely examples. **The point is to return the room in the same condition as it was when you arrived. A layout of the room & furniture will be posted at the facility.** This will allow the room to be ready for the next occupant with no more than a normal janitorial service. Any extra cleaning required will be charged to the last user.

### EMERGENCIES

When in doubt call 911 for any medical emergency.

Fire alarms in all buildings are monitored by an outside service. In some cases there will be a loud audible trouble alarm. In the event this happens, please call one of the phone numbers below.

**If any immediate attention is required during your event please refer to the following numbers:**

**Facilities Services (512)943-1599**

**7 AM – 5 PM Monday – Friday**

Any occurrences outside the above hours please call for on-call personnel:

Williamson County Dispatch (non emergency) **(512)943-1396 or (512)943-1419**

I have received a copy of the Williamson County Community Rooms Rules and Regulations and fully understand its contents. \_\_\_\_\_ (Initial here)

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Alt. \_\_\_\_\_

Email: \_\_\_\_\_ Alt. \_\_\_\_\_



(DRAFT)  
**Williamson County Room Rental  
Rules and Regulations**

Williamson County has a variety of rooms in various county buildings that are available for public use. The purpose of the public rooms is for the use of Williamson County and its citizens. Williamson County reserves the right to refuse to rent rooms to any individual or group at the discretion of the Williamson County Commissioner's Court. A detailed list of county buildings with community rooms available for rent is attached.

The following are the rules and regulations for room rentals for people or groups that are **not** part of official county business.

**General Rules of Room Usage**

1. A contract agreement must be signed by the renter prior to the event which acknowledges receipt of the Williamson County Community Room Rental Information and the Williamson County Rules and Regulations. The person signing the agreement must provide a valid state issued driver's license or identification card, which will be copied, and this person will be responsible for any damages.
2. You must be 21 years of age or older to rent a room and have a valid state issued driver's license or identification card.
3. Non-profit renters must provide a copy of current non-profit status.
4. Renters are responsible to inform their guests/event attendees of all rules and regulations.
5. Use of the facility does not in any way imply that the Williamson County Commissioner's Court or Williamson County endorses, encourages, or approves the purpose of the user.
6. Food and non-alcoholic beverages are allowed as long as the room is completely cleaned after usage, including taking out all trash. Possession or consumption of alcoholic beverages in the meeting rooms is strictly prohibited. **Failure to follow this rule will result in loss of room rental privileges and loss of deposit.**
7. Rented meeting rooms may be reserved a maximum of 6 months in advance for use. All rooms are available for usage only between 8:00 AM and 10:00 PM. Monday through Friday. Weekend usage must be approved by the county judge or the commissioner of the precinct in which the building is located.
8. No person, association, organization, business, or corporation may rent any of the rooms more than 5 times a month.
9. All fees are due when the reservation is made. No refunds will be made for any cancellation less than one week prior to scheduled use. Checks for rentals and security deposits should be made payable to Williamson County.
10. If a meeting goes more than 15 minutes over the scheduled time, an additional half hour will be billed. If the meeting goes more than 30 minutes over the scheduled time, an additional hour will be billed. **Continued usage of the room(s) past the time of rental will result in loss of room rental privileges and loss of deposit.**
11. The individual or group renting the room is responsible for setting up the room and returning it to its original configuration. Set up and clean up time should be included in the amount of rental time. A schematic map is posted in the room.
12. Any advertising or printed material of events or programs sponsored by the renter must contain the following statement: **THIS EVENT IS NOT AFFILIATED WITH OR SPONSORED BY WILLIAMSON COUNTY.**
13. Public restrooms are available for use during the event.

14. All events, their attendees, caterers, entertainment, etc., must vacate the premises so that the building can be secured no later than 10:00 pm.
15. The County staff does not assist in setting up or dismantling of specials events. These services may be available for an additional fee.
16. The county facility is a public space and there may be public using other parts of the building during the event.
17. Activities must be confined to the rented room or combination of rooms dedicated to the event.
18. Use of the Williamson County grounds for events is prohibited, unless expressly granted permission from the commissioner of the precinct where the room is rented, or if the commissioner is unavailable, the county judge.

**Miscellaneous Restrictions**

1. Smoking is prohibited in any of the meeting rooms.
2. Registration tables, refreshments, or any other activities are not permitted outside of the room rented.
3. No candles or open flames are allowed in any of the meeting rooms.
4. No decorations may be attached in any way to the walls or ceilings of any of the rooms.
5. Fog machines are not allowed.
6. No furniture may be borrowed or moved from other areas of the building.
7. No live animals are allowed in the community rooms, with the exception of the room at the Williamson County Animal Shelter, or service animals.
8. Williamson County reserves the right to cancel or reschedule any meeting in case of an emergency and will notify the representative of any previously scheduled meeting as quickly as possible.
9. Williamson County is not responsible for any articles lost or stolen from any of the rented rooms.
10. Groups requesting exceptions to these rules and policies must do so in writing with an explanation for the exception requested to the precinct commissioner where the building is located. If the commissioner is unavailable you may contact the county judge.
11. Failure to follow the above rules and policies will result in loss of security deposit(s) and refusal of further meeting room bookings.
12. Any circumstances not covered in the above rules and policies will be resolved by decision with the precinct commissioner or county judge.

**I have read the Rules & Regulations and fully understand its contents.**

\_\_\_\_\_  
Authorized representative signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of representative

\_\_\_\_\_  
Name of organization or group

Address: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_

Phone: \_\_\_\_\_ Alt: \_\_\_\_\_

Email: \_\_\_\_\_ Alt: \_\_\_\_\_



DRAFT

## **Williamson County Community Rooms / Conference Rooms Rental Rates**

- 
- **Central Maintenance Facility – Community Room**
    - **3151 S.E. Inner Loop, Georgetown, TX 78626**
      - Large Community Room
        - Size – 43' x 44'
        - Warming kitchen
        - Capacity: 125 (Assembly Style)
      - Small Conference Room
        - Size – 28' x 16'
        - Small coffee bar
        - Large conference table with chairs
        - Capacity: 25

- 
- **Animal Shelter - Community Room**
    - **1855 S.E. Inner Loop, Georgetown, TX 78626**
      - Large Community Room
        - Size – 31' x 37'
        - Capacity: 100 (Assembly Style)

- 
- **Hutto Rifle Range - Community Room**
    - **3901 CR 130, Hutto, TX 78634**
      - Size – 60' x 26'
      - Restrooms
      - Coffee Bar
      - Capacity: 125 (Assembly Style)

- 
- **Round Rock Annex - Conference Room**
    - **211 Commerce Cove, Round Rock, TX 78664**
      - Size 20' x 20'
      - Large conference table with chairs
      - Capacity: 25
-

- 
- **Future Round Rock Annex - Community Room**
    - **1801 E. Old Settlers Blvd., Round Rock, TX 78664**
      - Size 54' x 54'
      - Warming kitchen
      - Capacity: 200 (Assembly Style)
    - Half Room with or without warming kitchen
      - Size 54' x 29'
      - Capacity 100
- 

### FEE SCHEDULE

	200 or more person capacity	100 - 199 person capacity	99 – 30 person capacity	29 or less person capacity
Resident	\$100 (2 hours)	\$75 (2 hours)	\$50 (2 hours)	\$50 (2 hours)
Non – Resident	\$125 (2 hours)	\$100 (2 hours)	\$75 (2 hours)	\$50 (2 hours)
Governmental / Non – profits	\$75 (2 hours)	\$50 (2 hours)	\$25 (2 hours)	\$25 (2 hours)
Security Deposit	\$200	\$100	\$50	\$50

- Due to expenses incurred after normal county business hours which are 8:00 a.m. – 5:00 p.m. (Monday – Friday) ***additional fees*** will be applied.  
(see chart below)

	200 or more person capacity	100 - 199 person capacity	99 – 30 person capacity	29 or less person capacity
Additional fee during non-business hours	\$50 (2 hours)	\$50 (2 hours)	\$50 (2 hours)	\$50 (2 hours)

- Two hour minimum
- If a meeting goes more than 15 minutes over the scheduled time, an additional half hour will be billed. If the meeting goes more than 30 minutes over the scheduled time, an additional hour will be billed.
- Consistent usage pass scheduled times may result in loss of room rental privileges

Merchant Credit Card Services  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Patrick Strittmatter  
Department: Purchasing  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding proposals received for Merchant Credit Card Services for Williamson County, proposal # 09WCP802, to the best proposal meeting specifications- Certified Payments, Inc.

Background

Fiscal Impact

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

Attachments

Link: [Certified Payments Proposal](#)

Link: [Vendor Rankings](#)

Link: [Vendor Rankings before Interviews](#)

Link: [Certified Payments Final Agreement](#)

Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 03/18/2009 02:48 PM

Final Approval Date: 04/01/2009





# Certified Payments

The next generation of government payment acceptance is here...

13740 Midway Rd, Suite 702 • Dallas • TX • 75244

Phone: 866-539-2020 • Fax: 972-392-4655

November 24, 2008

Williamson County  
Purchasing Department  
301 SE Inner Loop – Suite 106  
Georgetown, Texas 78626

RE: **Merchant Credit Card Services for Williamson County**  
**Proposal Number: 09WCP802**  
**Opening Date/Time: November 25, 2008 – 2:00 PM**

Please find enclosed one (1) original complete proposal set of documents relative to the above-referenced proposal. The original set includes an original completed and signed Williamson County Proposal Form and an original completed and signed Williamson County Conflict of Interest Statement. You will also find enclosed three (3) copies of complete proposal sets.

On behalf of Certified Payments, thank you for the opportunity to present this proposal.

Very truly yours,

Kate Lynch  
Executive Vice President  
**Certified Payments, Inc.**  
[www.certifiedpayments.net](http://www.certifiedpayments.net)  
[kate.lynch@certifiedpayments.net](mailto:kate.lynch@certifiedpayments.net)  
866-539-2020

COPY

# WILLIAMSON COUNTY PROPOSAL FORM

## MERCHANT CREDIT CARD SERVICES FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 09WCP802

NAME OF PROPOSER: Certified Payments No. 1, Ltd. by and through its General Partner, Certified Payments, Inc.

Mailing Address: 13740 Midway Rd., Suite 702

City: Dallas State: Texas Zip: 75244

Email Address: kate.lynch@certifiedpayments.net

Telephone: ( 866 ) 539-2020 Fax: ( 972 ) 392-4655

Mobile Phone: ( 469 ) 585-7325

Proposed Fee Schedule with all Costs: \_\_\_\_\_

Transactions processed in a Convenience Fee environment at no charge to Williamson County

No charge for Certified Payments' Reporting Services

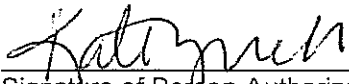
One (1) USB Card Reader provider to each Williamson County Office at no charge

Price charged to Williamson County's customer/consumer:

Credit Card Transactions: 3% of transaction amount (\$2.00 minimum)

E-Check: \$2.00 per E-Check payment

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.



Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: 11-24-2008

Printed Name and Title of Signer: Kate Lynch, Executive Vice President


**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

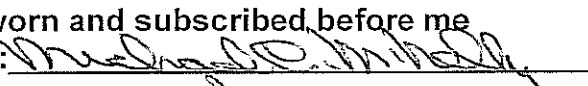
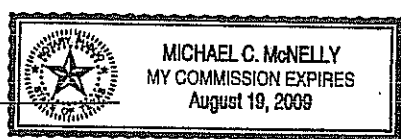


## WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

<b>Printed name of person submitting form:</b>  Kate Lynch
<b>Name of Company:</b> Certified Payments No. 1, Ltd. Certified Payments, Inc., General Partner
<b>Date:</b> 11-24-2008
<b>Signature of person submitting form:</b> 

Notarized:

<b>Sworn and subscribed before me</b> by:  on <u>10/24/08</u> (date)	 MICHAEL C. McNELLY MY COMMISSION EXPIRES August 19, 2009
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## CREDIT CARD/BANKING EXPERIENCE COMPANY OVERVIEW

### Certified Payments

This Company Overview will provide you with a brief history of the companies involved in transaction processing services and the experience these firms have in the credit card/banking industry. Accelerated Card Company, Inc., ("ACC"), Cardtranz, Inc., ("Cardtranz") and Certified Payments, Inc., ("Certified Payments") are all affiliated companies involved in transaction processing services that are a part of this proposal.

The executives and employees of these companies have been serving our clients' transaction processing needs for the past sixteen (16) years. Our professional staff includes experts in information technology, finance, accounting and interchange qualification.

Founded in 1992, ACC was established as an Independent Sales Organization (ISO)/Merchant Services Provider (MSP), representing MasterCard and Visa through its acquiring banks. ACC has grown from a small company serving the needs of retail merchants to a technology-driven transactions specialist, processing hundreds of millions of dollars in transactions each year in both the USA and internationally.

For many years, ACC has specialized in transactions processed in a card-not-present environment for direct marketing companies, and internet sites for brick and mortar merchants. As E-Commerce exploded in the mid 1990's, we recognized our merchant's needs for web-based processing, and the reporting and financial tools associated with that processing. ACC's quest to provide its merchants with the best processing services available resulted in the development of the technology that would become the Cardtranz gateway.

In 1995, ACC built the Cardtranz gateway; it catered to all types of processing environments based on client need and the ever-changing world of technology. Cardtranz was one of the first web-based transaction gateways. It provided real-time/on-line transaction processing, with the ability to handle qualified business-to-business transactions. The gateway was initially developed for use by ACC's merchants but by request it was ultimately made available for use by other ISO's, banks and merchants within the industry. By the year 2003, the Cardtranz gateway had nearly a decade of reliability and performance.

In 2003, several government agencies expressed a very strong interest in Cardtranz' information technology and its products and services. After some market research, we realized the government sector could benefit from the expertise we had acquired in the credit card industry and the technology available through the gateway. Cardtranz created a convenience fee payment portal to handle Certified Payments' transaction processing and Certified Payments was created to cater strictly to government agencies.

Certified Payments became an approved member of Visa and MasterCard's Convenience Fee Program and exploded onto the scene in the state of Texas. Since 2003/2004, we have had tremendous growth each year, doubling and sometimes tripling our annual volume and number of clients.

ACC originates, maintains and services all of the accounts held under Certified Payments. All customer service and support for both face-to-face (retail) and internet based accounts, including convenience fee merchant accounts is handled by the employees of ACC and Certified Payments.

In 2004, Certified Payments was commissioned to provide one of the largest counties in the state of Texas with a front-end interface to handle their credit card processing. The county's main criteria for their consumer would allow the consumer a seamless experience between the county's website and Certified Payment's website. Not only did we accomplish the front-end goal, we also completed the loop on the back-end by sending responses in real-time to the county's tax system so that no double entry was required.

Since then, Certified Payments has been commissioned by and we have worked with numerous counties, cities and software companies to provide front-end credit card collection and back-end, real-time updating and reporting services, all in a Convenience Fee environment. We have many one-on-one interfaces, each built to the unique look and data collection requirements of the organization that commissioned it.

Certified Payments' processing facilities are housed in a secure Dallas, TX facility. All hosting that Certified Payments undertakes for existing counties resides in this secure facility. Certified Payments currently hosts many custom applications for counties across the country, plus we constantly maintain and upgrade our Consumer Website and reporting and services products.

Along with many banking relationships and strategic alliances, we are members in good standing with the Electronic Transactions Association, and The Better Business Bureau. Currently and for many years prior to 2008, both Cardtranz and Certified Payments have maintained PCI Compliance with Visa and MasterCard.

Certified Payments should be awarded the contract to provide Merchant Credit Card Services to Williamson County because we have affirmatively demonstrated for many years that we have adequate financial resources, the ability to meet any time and performance schedules and our years of experience more than qualifies and makes us eligible to receive the award.

We look forward to the opportunity to work with and service the needs of Williamson County.

## REFERENCES

### **1. BRAZORIA COUNTY, TX TREASURER**

Sharon Reynolds, County Treasurer

Address: 111 East Locust, Room 305

Angleton, TX 77515

Telephone: 979-864-1354

Contact: Sharon Reynolds – [sharonr@brazoria-county.com](mailto:sharonr@brazoria-county.com)

*Note:* Brazoria County was signed by Certified Payments in 2003. Brazoria County customers utilize Certified Payments' IVR and consumer website for electronic tax payments.

### **2. SMITH COUNTY, TX TAX OFFICE**

Gary Barber, Tax Collector

Address: P.O. Box 2011

Tyler, TX 75710

Telephone: 903-590-2920

Contact: Gary Barber - [gbarber@smith-county.com](mailto:gbarber@smith-county.com)

*Note:* Smith County was signed by Certified Payments for the 2005 tax season. Smith County, like Brazoria County, utilizes both the Certified Payments' Consumer Website as well as the IVR system that Certified Payments provides to all clients at no charge.

### **3. OKALOOSA COUNTY, FLORIDA, TAX OFFICE**

Chris Hughes, Tax Collector

Address: 151-C Eglin Parkway NE

Fort Walton Beach, FL 32548

Telephone No. 850-651-7602

Contact: Jim Harkins, Director of Finance

[jharkins@okaloosatax.com](mailto:jharkins@okaloosatax.com)

*Note:* Okaloosa County was signed by Certified Payments in March of 2007. Okaloosa County utilizes Certified Payments' services for property tax payments as well as license and vehicle registration renewals.

## PRODUCT SPECIFICATIONS

- **Access to online payment options with link on department's web page.**

Each department or office may post the link [www.certifiedpayments.net](http://www.certifiedpayments.net) on its webpage and direct its customers to the Certified Payments consumer website for access to online payment options.

- **Constables need ability to direct payments to appropriate court.**

As part of the set-up process, each department, office or court is assigned a unique Bureau Code. The Bureau Code is a seven (7) digit number, used by the consumer when making a payment. Use of the assigned Bureau Code directs payments to the correct destination.

- **Ability to process multiple payments at one time for the same person.**

The face-to-face payment wizard allows for multiple payments to be processed at the same time for one person.

- **Reports: Daily, weekly, and monthly transactional reports with detailed information, including the following:**

- **Amount charged**
- **Customer information**
- **Identification of Clerk**
- **Card Type**
- **Authorization Code**
- **Cause Number**
- **Space for Comments**

Within two to three seconds following completion of a payment, the payment information is inserted into Certified Payment's reporting system. Once inserted, the payment can be viewed immediately on the Real-time Monitor. The Real-time Monitor displays up to thirty (30) of the last payments processed on that day for that particular office. Clicking on an individual Payment ID will display the full detail of the payment information that was entered when payment was made. See page 8 for an example of Certified Payment's Real-Time Monitor.

Additionally, all information is collected and provided in real-time, therefore department users with authorized access have the ability to pull reports at any time for any period of time with as much information as they require.

- **Ability to run cumulative reports for dates defined by user.**

Certified Payments' Reporting Services are set up in such a manner that reports can be pulled at any time and for any time period. Because of the on-demand availability of the reports, which can be accessed 24 hours a day, seven days a week, we do not email any reports.

Each user with permission to run reports can customize the reports so that the information is displayed in the order they wish to see it. Users can also save reports in the following formats: Excel Spreadsheet, XML File, Access MDB Database and Comma-delimited text files. There are no additional fees for customized reports as this feature is currently available to all authorized users. See page 9 for an example of Certified Payments' Detail Report.



- **Ability to balance reports before the end of the day and ability to have one closing time for all department users.**

Certified Payments' Reporting Services are available 24/7; all information is provided in real-time and all reports can be pulled at any time and as each office desires, to best fit their needs. Certified Payments' online payment system automatically closes at 4:00 am CST each morning. For reporting purposes a day runs from 4:00 am to 4:00 am.

- **Credit/Debit card types: Visa, MasterCard, Discover and possibly American Express.**

Certified Payments has a relationship with all four major card companies and allows each office or court to determine which card types they would like to accept.

- **E-Check Services**

Certified Payments provides online e-check acceptance to consumers as an additional payment option. The cost is \$2.00 per transaction that is charged to the consumer as an additional payment at the time the payment to the county is made.

- **Electronic device to transmit card information so manual entry is avoided.**

At the request of existing customers, in 2006, Certified Payments released a face-to-face payment wizard for county officials. When a USB Magnetic Card Reader is used in conjunction with the payment wizard, credit card information is obtained through the card reader thereby eliminating the need for manual entry of the credit card information. The cost of a card reader is \$64.00. Certified Payments will provide one card reader for each office utilizing Certified Payment's services.

- **Reasonable service fees.**

Certified Payments operates in a convenience fee environment and processes electronic payments at no cost to Williamson County. The fee to the consumer for credit card transactions is 3% (with a minimum fee per transaction not to exceed \$2.00) and the fee for an e-check payment is \$2.00.

- **Ability to close the batch manually, not automatically.**

Certified Payments' online payment system is set up to automatically batch and close at 4:00 am CST each morning. For reporting purposes a day runs from 4:00 am to 4:00 am.

- **The department's name must be part of the deposit identifier that appears on the bank deposit.**

This is standard practice for Certified Payments. An example of a credit card deposit identifier is: Bankcard Settlement Williamson County Tax. Both the Merchant name and Merchant ID is included in the ACH deposit record when the file is transmitted to Williamson County's bank.

- **The bank deposit should be for only one day's transactions (not multiple transactions into one deposit).**

This is standard practice for Certified Payments. Because Certified Payments' online system automatically closes at 4:00 am each day, transactions from multiple days will never be combined into a single deposit.

- **Prefer not to have deposits of one or two cents due to rounding issues.**

All deposits will be made based on the gross amount of daily volume (less any refunds or credits).

- **Prior written consent must be granted by the County Treasurer to reverse money out of the account.**

Any refunds will be issued at the request of Williamson County. Authorized County personnel will access the Certified Payments Refund Request Form (Page 10) online. Once the form is completed and submitted electronically to Certified Payments, a refund is initiated. The system immediately generates an email to the contact's email address listed on the refund request form. This email provides confirmation that the refund request has been received by Certified Payments along with an audit trail. Certified Payments' authorized personnel will approve the refund, generally the same business day, and enters the refund into the system. The system generates another email to the County that confirms completion of the refund and identifies pertinent, non-sensitive information about the refund. Once the second email is generated, the refund is inserted into Certified Payments' Reporting and can be viewed immediately on the Real-Time Monitor.

- **Departments should be provided with a detailed report listing that day's transactions, including but not limited to, the amount of the bank deposit and the identifying information that will appear on the bank deposit.**

Because Certified Payments' Reporting Services are in real-time, reports can be pulled as each office desires, to best fit their needs. Daily deposits are made based on the gross amount of daily volume (less any credits or refunds) processed that day and in the following manner: Visa & MasterCard transactions deposit together; Discover and American Express each deposit individually and e-checks deposit separately.

- **Name and contact number for credit card representative. One vendor used throughout the County.**

The point of contact for Williamson County is:

Kate Lynch, Executive Vice-President

Telephone: (866) 539-2020

Fax: (972) 392-4655

[Kate.lynch@certifiedpayments.net](mailto:Kate.lynch@certifiedpayments.net)

- **Ability to provide payroll debit card services.**

Certified Payments was established for the sole purpose of providing electronic transaction processing services to government entities, therefore we do not currently provide payroll debit card services.

# A Sample of the Real-time Monitor

Server Time: 08/15/2008 09:22:11 AM

Time Since Last Payment: 14 Seconds

Daily Payment Totals:		All Bureaus	
Payment ID	Date/Time	Bureau Name	Outcome Amount Method
Less than 60 Seconds			
29478737	08/15/2008 9:21:50 AM	License & Fees	Approved \$16.00 Internet
Between 1 Minute & 5 Minutes			
29478733	08/15/2008 9:20:47 AM	JP 4	Approved \$50.00 Internet
29478729	08/15/2008 9:20:40 AM	County Clerk	Approved \$426.00 IVR
29478725	08/15/2008 9:20:00 AM	License & Fees	Approved \$30.00 Internet
29478721	08/15/2008 9:19:56 AM	County Clerk	Approved \$1.00 Internet
29478717	08/15/2008 9:19:38 AM	Motor Vehicle	Approved \$92.80 Internet
29478713	08/15/2008 9:17:59 AM	ISO Technology	Approved \$50.00 Internet
29478709	08/15/2008 9:17:31 AM	Water and Sewer	Approved \$59.59 Internet
Between 5 Minutes & 30 Minutes			
29478705	08/15/2008 9:16:33 AM	JP 4-1	Approved \$225.00 Internet
29478701	08/15/2008 9:15:17 AM	Vehicle Registration	Approved \$72.30 Internet
29478697	08/15/2008 9:15:09 AM	Veh & Vessel	Approved \$111.70 Internet
29478693	08/15/2008 9:14:59 AM	County Clerk	Approved \$20.00 Internet
29478689	08/15/2008 9:14:55 AM	Veh & Vessel	Approved \$16.95 Internet
29478685	08/15/2008 9:14:38 AM	Utilities	Approved \$68.75 Internet
29478681	08/15/2008 9:14:36 AM	JP 2	Approved \$140.00 IVR
29478677	08/15/2008 9:13:49 AM	County Clerk	Approved \$150.00 Internet
29478673	08/15/2008 9:13:30 AM	County Clerk	Approved \$30.17 Internet
29478665	08/15/2008 9:13:23 AM	Property Tax	Approved \$200.00 Internet
29478661	08/15/2008 9:13:14 AM	ISO Technology	Approved \$50.00 Internet
29478657	08/15/2008 9:13:00 AM	JP 2-1	Approved \$150.00 Internet
29478653	08/15/2008 9:12:58 AM	County Clerk	Approved \$105.78 Internet
29478649	08/15/2008 9:11:53 AM	Vehicle Registration	Approved \$91.25 Internet
29478645	08/15/2008 9:11:45 AM	County Licenses	Approved \$158.10 Internet
29478641	08/15/2008 9:11:24 AM	License & Fees	Approved \$94.91 Internet
29478637	08/15/2008 9:10:54 AM	License & Fees	Approved \$71.10 Internet
29478633	08/15/2008 9:10:48 AM	Motor Vehicle CNT	Approved \$163.05 Internet
29478629	08/15/2008 9:10:35 AM	JP 3	Approved \$165.00 IVR
29478625	08/15/2008 9:10:04 AM	Vehicle Registration	Declined \$93.25 Internet
29478621	08/15/2008 9:10:02 AM	Motor Vehicle	Approved \$10.81 Internet
29478617	08/15/2008 9:09:30 AM	Licenses	Approved \$15.75 Internet
29478613	08/15/2008 9:09:20 AM	Parking Violations	Approved \$65.00 Internet
29478609	08/15/2008 9:09:16 AM	Motor Vehicle	Approved \$90.80 Internet
29478605	08/15/2008 9:09:11 AM	Water and Sewer	Approved \$169.54 Internet
29478597	08/15/2008 9:08:36 AM	ISO Technology	Approved \$50.00 Internet
29478601	08/15/2008 9:08:36 AM	Parking Violations	Declined \$05.00 Internet

## Sample of a Detail Report



[Home](#)  
 [Reporting](#)  
 [Refund Request](#)  
 [Payments](#)  
 [Internal Admin](#)  
 [Admin](#)  
 [Gwinnett Admin](#)  
 [My Settings](#)  
 [Logout](#)

### Detail Report

#### Report Information

Bureau Code: 0000001  
 Start Date: 10/19/2008 4:00:00 AM  
 End Date: 10/25/2008 4:00:00 AM  
 Record Count: 18  
 Report Created: 10/29/2008 6:29:01 PM

#### Anywhere USA Govt

Detail	Payment ID	Processed Time	Account Number	Amount	Flow	Outcome	Bureau Code	Payment VIA	Name	Card Type	Telephone
<a href="#">View</a>	30050210	10/20/2008 8:28:51 AM	123456	\$100.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	7132754565
<a href="#">View</a>	30050214	10/20/2008 8:28:52 AM	123456	\$175.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	7132754565
<a href="#">View</a>	30050213	10/20/2008 8:28:53 AM	123456	\$25.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	7132754565
<a href="#">View</a>	30050212	10/20/2008 8:28:52 AM	123456	\$100.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	7132754565
<a href="#">View</a>	30050211	10/20/2008 8:28:52 AM	123456	\$75.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	7132754565
<a href="#">View</a>	30050600	10/20/2008 10:44:05 AM	123456	\$100.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	9723924565
<a href="#">View</a>	30050620	10/20/2008 10:45:42 AM	132545489	\$200.00	Payment	Complete	0000001	Internet	John Payer	Visa	9723924565
<a href="#">View</a>	30060310	10/21/2008 10:37:34 AM	98796798	\$50.00	Payment	Complete	0000001	Internet	F American COLLETT	Express	
<a href="#">View</a>	30060311	10/21/2008 10:37:35 AM	9767067	\$90.00	Payment	Complete	0000001	Internet	F American COLLETT	Express	
<a href="#">View</a>	30072445	10/22/2008 11:44:51 AM	12345	\$50.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	406-375-6580
<a href="#">View</a>	30072446	10/22/2008 11:44:51 AM	12567	\$75.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	406-375-6580
<a href="#">View</a>	30072451	10/22/2008 11:45:01 AM	56456	\$75.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	9725551212
<a href="#">View</a>	30072450	10/22/2008 11:45:01 AM	4654654	\$50.00	Payment	Complete	0000001	Internet	Bill Payer	Visa	9725551212
<a href="#">View</a>	30076272	10/23/2008 9:38:12 AM	546545	\$125.00	Payment	Complete	0000001	Internet	F American COLLETT	Express	
<a href="#">View</a>	30076271	10/23/2008 9:38:12 AM	54654565	\$50.00	Payment	Complete	0000001	Internet	F American COLLETT	Express	
<a href="#">View</a>	30076304	10/23/2008 9:54:07 AM	12563	\$50.00	Payment	Complete	0000001	Internet	F American COLLETT	Express	
<a href="#">View</a>	30076713	10/23/2008 10:27:02 AM	5454564	\$13,354.00	Payment	Complete	0000001	Internet	F American COLLETT	Express	
<a href="#">View</a>	30076712	10/23/2008 10:27:02 AM	5616541321	\$1,500.00	Payment	Complete	0000001	Internet	F American COLLETT	Express	

Totals	Payments	Credits	Pending
18	\$17,054.00	0	\$0.00

## Sample of the Refund Request Form



### Submit a Refund Request

Please provide us with the following information so that we promptly and accurately handle your Refund Request.

Please enter the following information for the Bureau that is submitting this request.

<b>Bureau Code:</b>	<input type="text"/>
<b>Contact E-Mail Address:</b>	<input type="text"/>
<b>Confirm Contact E-Mail Address:</b>	<input type="text"/>
<b>Bureau Telephone Number:</b>	<input type="text"/>
<b>Submitters First &amp; Last Name:</b>	<input type="text"/>

Please enter the following information about the payment that is being refunded.

<b>Payment ID:</b>	<input type="text"/>
<b>Original Amount:</b>	<input type="text"/>
<b>Original Payment Date:</b>	<input type="text"/>
<b>Customer Name:</b>	<input type="text"/>
<b>Amount To Refund:</b>	<input type="text"/>
<b>Did the cardholder request a refund of the convenience fee?</b>	Customer Did Not Request a Refund of the Convenience Fee: <input type="checkbox"/> Customer Requested a Refund of the Convenience Fee: <input type="checkbox"/>

**Reason For Refund:** Choose One

**Notes**

[Back](#)

[Submit Request](#)

[Cancel](#)

[Legal](#) | [Privacy Statement](#)

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## 2008 PCI Compliance Letter



9/22/2008

Terry Wallace  
Director of Information Systems  
Certified Payments  
twallace@certifiedpayments.net

Dear Terry,

**RE: Acceptance of Payment Card Industry (PCI) Report on Compliance for Certified Payments.**

Visa USA is pleased to accept Certified Payments's PCI Report on Compliance, based on the assessment and opinion of Trustwave.

Thank you for your participation in the Visa USA Cardholder Information Security Program (CISP), and for your diligence in operating within the compliance standards of the Payment Card Industry Data Security Standard. Although security can never be completely guaranteed, your efforts to adhere to PCI data security requirements should reduce the ability of hackers to gain access to proprietary data.

This letter and your company's inclusion on Visa's List of Compliant Service Providers evidence Visa's acceptance of the Certified Payments CISP Report on Compliance. The List of Compliant Service Providers, located at ([www.visa.com/cisp](http://www.visa.com/cisp)), acknowledges those service providers that have shown their commitment to security by meeting the rigorous requirements of Visa CISP.

Please note that Visa CISP requires annual revalidation. If Visa has not received Certified Payments's Report on Compliance by your revalidation due date of 9/30/2009, Visa will remove your company from the List of Compliant Service Providers.

If Certified Payments would like to communicate its PCI compliance, Visa encourages you to use direct customer marketing/communications channels to market your compliance to your customers. Channels specifically targeting your customers, such as your company website, sales presentations, brochures, and customer newsletters, seem to be more effective than other, broader-based messages.

Visa may revoke this Acceptance and remove Certified Payments from the List of Compliant Service Providers at any time that Visa, in its sole discretion, determines that your company is not adhering to Visa CISP requirements or that Certified Payments's Report of Compliance was inaccurate. Immediately upon notice of such revocation, your company will cease all communication of PCI compliance, whether or not previously approved by Visa.

We see tremendous value in Certified Payments's participation in this crucial security program. We appreciate your continued support and commitment to safeguarding the payment industry.

Sincerely,

A handwritten signature in dark ink, appearing to read "Hector Rodriguez", is written over a horizontal line.

Hector Rodriguez  
Business Leader, Payment System Risk & Compliance

cc: Al Hannagan  
Trustwave  
Compliance-QA@trustwave.com

## WARRANTY/GUARANTEE OF EQUIPMENT AND SERVICES

### Warranty/Guarantee of Equipment

The USB Magnetic Card Readers that Certified Payments will provide to each office come with a thirty (30) day warranty from the manufacturer.

### Warranty/Guarantee of Services

Certified Payments' processing system is housed in a state-of-the-art data center owned and operated by AT&T (formerly SBC) in Dallas, Texas. It is the second largest data center in the world that AT&T owns; its sister data center, located in Irvine, California is larger only by 50,000 square feet. Infrastructure security is as follows:

#### Physical

- Highly security facility entrance characteristics includes guards 24/7
- Video surveillance
- Biometric hand scanners along with an RFID card for building access and customer's individual cabinet access
- On site, highly secure 15 mega watts diesel power generation; fuel to power the facility for 3 days
- Redundant power from 2 separate power grids in the Greater Dallas area
- FM-200 fire suppression system
- Building reinforcement to withstand F5 tornado

#### Network

- 12-OC-192 links onto AT&T's main international backbone
- Redundant equipment within Certified Payments' cabinets makes possible our 99.995% uptime statistics.
- N-tier architecture ensures that even in the event of a hardware failure, there is zero impact to processing transactions, or a government customer's experience on the site
- IBBit burstable Internet bandwidth port into our cabinet
- Backup software fully protects all data stored on an hourly basis and tested monthly to ensure that they are operating by restoring from backup non-mission critical information

#### Infrastructure

- Servers and systems are programmatically monitored 24/7
- Certified is fully Level 1 PCI compliant, ensuring that all systems and claims have been verified by a Visa approved external auditor
- Quarterly external security scans, as well as yearly penetration tests that repeatedly pass inspection on our system.

## FINAL RANKINGS: MERCHANT CREDIT CARD SERVICES

1/30/2009

INTERVIEWED VENDORS

EVALUATORS	Hamer Enterprises	Official Payments	Certified Payments	Gov-Pay
Linda Gunter	3	4	2	1
Animal Shelter				
Delma Doggett	1	2	3	4
JP2				
Robert Chody	2	3	1	4
Constables, Pct 1				
Celia Villarreal	3	2	1	4
Treasurer				
Bobby Gutierrez	1.5	4	1.5	3
Constable, Pct 3	(tie, 1st place)		(tie, 1st place)	
Nancy Rister	4	2	1	3
County Clerk				
Joe Pondrom	3	2	1	4
Tax Office				
Jessica Schmidt	*	2	1	*
JP4				
Judge Dain Johnson	2	3	1	4
JP1				
Total Pts:	19.5	24	12.5	27
# of Evaluators:	8	9	9	8
Avg. Place:	2.44	2.67	1.38	3.38
Place:	2nd	3rd	1st	4th

Each evaluator was asked to rank the final 4 interviewing firms in order: 1st, 2nd, 3rd, and 4th place. 1st place is worth 1 point, 2nd place is 2 points, 3rd place is 3 points, and 4th place is 4 points. For ties, such as a tie for 1st place, both firms received the average of 1st and 2nd places, which equals 1.5 points. Adding up the total places for each firm equals the firm's total points. The total points for each firm are divided by the number of ranking evaluators which creates an average place. The lower the average place, the better the final place.

\* JP4 determined that they could not provide rankings for Hamer or Gov-Pay. To not adversely affect the scoring or penalize any firm, all average places were determined by the number of evaluators that ranked each particular firm. Gov-Pay and Hamer's total points were divided by 8 evaluators, while the other 2 firms' total points were each divided by 9 evaluators that provided rankings.



## Proposal Evaluation:

## MERCHANT CREDIT CARD SERVICES RFP

1/5/09

### COUNTY EVALUATORS

Place:	Pct 3, Constable	Tax Assessor/Coll.	Treasurer	JP2	County Clerk	A. Shelter	JP4
1st	Gov-Pay	Cert. Payments	Off. Payments	Hamer Ent.	Off. Payments	Gov-Pay	B. of America
2nd	B. of America	Gov-Pay	Cert. Payments	Gov-Pay	Cert. Payments	Heartland	Hamer Ent.
3rd	Off. Payments	Off. Payments	Hamer Ent.	Cert. Payments	Gov-Pay	A. Bus. Store	Chase
4th	*	*	Gov-Pay	Off. Payments	Metavante	Chase	Heartland
5th	*	*	Qual. Merch. Serv.	A. Bus. Store	Wachovia	Wachovia	Metavante

\* The evaluator only provided their top 3 firms, thus they did not provide 4th or 5th place firms. All other evaluators were scored using their top 5 placing firms.

- The Results:
1. Gov-Pay made 6 of the 7 evaluator lists
  2. Official Payments made 5 of the 7 evaluator lists
  3. Certified Payments made 4 of the 7 evaluator lists
  4. Hamer Ent. made 3 of the 7 evaluator lists

THESE ARE THE 4 FIRMS THAT WILL BE BROUGHT IN FOR PRESENTATION/INTERVIEWS

All other firms made it on only 1 or 2 evaluator top 5 lists.



# Certified Payments

The next generation of government payment acceptance is here...

13740 Midway Rd, Suite 702 • Dallas • TX • 75244

Phone: 866-539-2020 • Fax: 972-392-4655

March 27, 2009

VIA UPS

[pstrittmatter@wilco.org](mailto:pstrittmatter@wilco.org)

Mr. Patrick D. Strittmatter  
Purchasing Specialist  
Williamson County Purchasing Department  
301 SE Inner Loop, Suite #106  
Georgetown, TX 78626

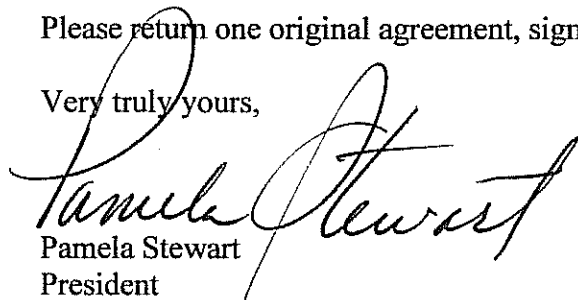
Re: Revised Service Provider Agreement between Certified Payments and Williamson County Texas  
for Non-tax payments

Dear Mr. Strittmatter:

Please find enclosed two (2) signed originals of the above-referenced agreement. The Agreement has been revised to incorporate the language contained in paragraph(s) N, O and P in Section 2.

Please return one original agreement, signed by Judge Gattis to the attention of the undersigned.

Very truly yours,



Pamela Stewart  
President

Certified Payments, Inc.

[www.certifiedpayments.net](http://www.certifiedpayments.net)

[pamela.stewart@certifiedpayments.net](mailto:pamela.stewart@certifiedpayments.net)

## SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between **Certified Payments No. 1, Ltd., by and through its General Partner, Certified Payments, Inc.**, a Texas Corporation, with offices at 13740 Midway Rd., Suite 702, Dallas, TX 75244 ("**Certified**"); and **Williamson County, Texas**, a political subdivision of the State of Texas ("**Agency**").

### RECITALS

**WHEREAS**, Agency desires to accept payments from individuals or entities ("**Customers**") by Credit Card and pin-less debit card ("**Agency Payments**").

**WHEREAS**, Certified is a third party service provider that performs such Services on behalf of Agency ("**Services**").

**WHEREAS**, Agency desires to employ Certified to act on behalf of Agency in providing such Services and Certified desires to provide such Services subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

**1. DEFINITIONS** As used herein, the following terms have the meanings set forth below:

**"Agency Bank"** is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

**"Agency Bank Account"** is the account Agency has established with Agency Bank.

**"Bureau Code"** is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

**"Card Issuing Bank"** is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

**"Card Associations"** are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

**"Card Holder"** is an authorized user of a payment card issued by a Card Issuing Bank.

**"Chargeback"** is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

**"Convenience Fee"** means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

**"Credit Card"** refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

**"Customer"** means both consumer and corporate, individual or company that purchases or uses the services.

**"Front-End Processor"** is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

**"IVR"** means Integrated Voice Response system.

**"Processing Facility"** refers to the appropriate credit or debit network to which Certified transmits transactions.

**2. CERTIFIED'S OBLIGATIONS** Certified shall provide the Services as follows:

- A.** Certified will provide Customers with the opportunity to make Agency Payments by Credit Card and pin-less debit card. These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, by contacting Certified by telephone or by any other communication medium that Certified and Agency mutually agree upon.
- B.** Certified shall begin providing such services to Customers on a date mutually agreed upon by Certified and Agency.
- C.** Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa and Discover. American Express may be collected and processed at the discretion of the Agency and Certified.
- D.** Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. **Exhibit A** attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment; an amount not to exceed Two Dollars (\$2.00) in US Currency. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.
- E.** Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.
- F.** Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card.
- G.** Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.
- H.** Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept. Transmission of Credit Card payments will occur in real time to the appropriate front-end processors(s).

- I. Certified will provide Agency with Agency Payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.
- J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Associations.
- K. Prior to initiating any refunds to a Customer's Credit Card, Certified will attempt to obtain permission either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card that was initially charged and in Certified's sole discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.
- L. Under the rules of the Card Associations, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process.
- M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a Credit Card refund or Credit Card Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.
- N. Certified will provide Agency's Constable's Offices with a phone number that such offices may call in order to obtain support from Certified 24 hours a day 7 days a week (24/7 support). Hours of support for all other Agency offices and departments shall be Monday through Friday, 8am to 5pm CST.
- O. Certified will provide in-person training to all Agency staff at no cost to Agency.
- P. Certified shall initially provide Agency with sixteen (16) MagTek USB magnetic card readers, model # 21040107, or equivalent, at no charge. Agency acknowledges that said card readers shall, at all times, remain the property of Certified.

### **3. AGENCY'S OBLIGATIONS**

- A. In addition to this Agreement, Agency agrees to enter into any and all applicable agreements that are required to perform the services hereunder. Such Agreements may include but are not limited to MasterCard and Visa, American Express and Discover. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Associations, including without limitation with respect to the use of specific Card logos and marks.
- B. Prior to Certified's commencement of Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.
- C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Associations, the Bank and any rules and regulations provided by American

Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

- D. Agency agrees to promote the Services to its Customers. Promotions shall include publishing the Agency's Bureau Code, relevant IVR telephone number and URL of the Agency's website or Certified's website on all applicable tax instruction booklets, tax preparer communications, taxpayer information publications, citations, notices, utility bills and any related marketing material. Agency will obtain Certified's consent prior to publishing any materials that reference the Services and/or Certified.
- E. Agency will not require as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

#### **4. ADDITIONAL MATTERS**

##### **A. Confidentiality**

Neither party shall disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding either party's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

##### **B. Relationship of Parties**

The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

##### **C. Intellectual Property**

In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

##### **D. Force Majeure**

Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and do not involve either fault or judgment of Certified.

**E. Breach and Remedies**

Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

**F. Notice.**

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Agency: Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

Certified: Certified Payments No. 1, Ltd.,  
c/o: Certified Payments, Inc.  
Attn: Pamela Stewart, President  
13740 Midway Rd., Suite 702  
Dallas, TX 75244

**G. No Waiver of Immunities.**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency does not waive, modify, or alter 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.

**H. Agency's Limited Right to Audit.**

Certified will process transactions in real-time, online on behalf of Agency, as such, all transaction information is available for immediate access by Agency. Agency has 24/7 access to information that can be downloaded in multiple download formats. Transactional records of Agency are kept and maintained by Certified consistent with the rules, regulations, and operating procedure of the Card Associations, the merchant acquiring Bank and monies from Agency's transactions are deposited directly to Agency's designated bank accounts within 48 to 72 hours of approved customer initiated transactions. During the term of this Agreement and for the period of record retention required by the rules, regulations and operating procedures of the Card Associations, the merchant acquiring Bank and any rules and regulations provided by American Express and Discover that Certified maintains Agency's transaction records, Agency may audit such transactional records at their convenience by downloading them from Certified's website. Agency does not have a right, and Certified is not granting a right to audit its books and records generally to Agency or to audit Certified's records beyond the available and downloadable transactional documents.

**I. Term of Arrangement**

Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or Agency has notified the other party in writing of its decision to terminate.

**J. Termination**

Certified's performance of this Agreement is subject to the rules and regulations of the Card Associations, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or association to terminate shall be immediate upon such event.

**K. Venue and Governing Law**

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

**L. Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

**M. Severability**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**N. Not Sole Source Provider**

Certified agrees and acknowledges that Certified is not to be considered as a sole source provider to Agency of the type of services described hereunder. Furthermore, this Agreement shall not supersede or otherwise affect any current and existing service agreements or arrangements which Agency has, as of the date this Agreement, with Certified or with any other entity for the performance of the same or similar type of payment processing services for Agency.

**O. Entire Agreement; Modifications**

This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. Except as otherwise specifically set forth herein, this Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**AGENCY'S ACCEPTANCE:**

Agency Name: **Williamson County, Texas,**  
a political subdivision of the State of Texas

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

\_\_\_\_\_  
Dan A. Gattis  
Printed Name of Agency Signature

\_\_\_\_\_  
Williamson County Judge  
Title

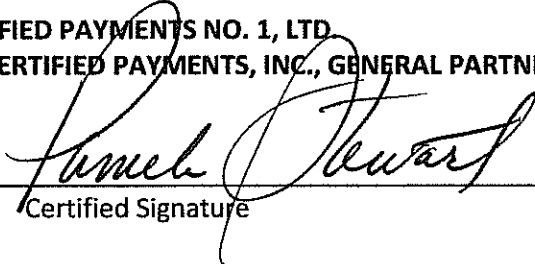
\_\_\_\_\_  
Date

**CERTIFIED'S ACCEPTANCE:**

**CERTIFIED PAYMENTS NO. 1, LTD.**

**BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER**

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

  
Certified Signature

\_\_\_\_\_  
Pamela Stewart

Printed Name of Certified Signature

\_\_\_\_\_  
President

Title

\_\_\_\_\_  
3-27-2009

Date

## EXHIBIT A

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

### 1. Schedule of Convenience Fees

Certified and Agency agree to the following provisions:

- A. 2.85% or a minimum of \$2.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit Card.

#### AGENCY'S ACCEPTANCE:

Agency Name: **Williamson County, Texas,**  
a political subdivision of the State of Texas

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

\_\_\_\_\_  
Dan A. Gattis  
Printed Name of Agency Signature

\_\_\_\_\_  
Williamson County Judge  
Title

\_\_\_\_\_  
Date

#### CERTIFIED'S ACCEPTANCE:

CERTIFIED PAYMENTS NO. 1, LTD.  
BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER

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

\_\_\_\_\_  
Pamela Stewart  
Printed Name of Certified Signature

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
3-27-2009  
Date

## **EXHIBIT B**

### **AMERICAN EXPRESS ADDENDUM**

This instrument (the "Addendum") effective \_\_\_\_\_, 2009, amends and supplements the [Government Entity] Agreement (as defined below) and the Cardtranz, Inc. Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Cardtranz" means Cardtranz, Inc., a Texas corporation, located at 13740 Midway Rd., Suite 702, Dallas, Texas, 75244.

The term "[Government Entity] Agreement" shall mean the Agreement for American Express Card Services dated \_\_\_\_\_, and any Amendment and/or Addendum to such Agreement whereby American Express and the [Government Entity] have made available Card Acceptance for Government offices, agencies, and educational institutions and entities; and, such [Government Entity] agencies have initiated American Express Card acceptance. The term "Cardtranz Agreement" shall mean the agreement dated September, 2003 whereby American Express and Cardtranz have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Addendum shall have the same meanings as they have in the [Government Entity] Agreement and/or the Cardtranz Agreement as such Agreements pertain to the parties of those Agreements.

Cardtranz hereby agrees to accept the Card on behalf of the [Government Entity] (as permitted by the [Government Entity]). The parties further agree that the [Government Entity] Agreement and the Cardtranz Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of the [Government Entity] to Cardtranz shall be paid to American Express by Cardtranz. Payments for charges submitted on behalf of the [Government Entity] shall be paid directly to the [Government Entity].

The parties also agree to the following:

Disputed Transactions and Chargebacks:

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Cardtranz and not to the [Government Entity]. Cardtranz will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to the [Government Entity] also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the [Government Entity] payment of that Charge and the Convenience Fee will be charged back by American Express. [Government Entity] payments will be charged back to the [Government Entity]; Convenience Fees will be charged back to CARDTRANZ. In no case shall a Convenience Fee be charged back to CARDTRANZ without the related Charge also being charged back to the [Government Entity].

CARDTRANZ will provide reports to the [Government Entity] of any Chargebacks either prior to or on the day the Chargeback is posted to the [Government Entity]'s bank account. American Express will deduct any Chargebacks from amounts owed to the [Government Entity] for Charges.

**Reporting:**

CARDTRANZ will provide reports to the [Government Entity] that include all transactions, including Chargebacks and adjustments in a format agreeable to the [Government Entity].

**Refunds:**

Refunds will be processed through the [Government Entity] agency's standard refund processes. The specific refund policy for each [Government Entity] agency will be posted on the [Government Entity] agency's web site. American Express will accept proof of the refund via the [Government Entity] agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

**Limitation of Liability:**

In no event will Cardtranz or American Express be responsible hereunder for damages to the [Government Entity] arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the [Government Entity] Agreement. Except as specifically indicated above, all terms and conditions of the [Government Entity] Agreement and the CARDTRANZ Agreement shall remain in full force and effect.

**Authority to Sign:**

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL  
RELATED SERVICES COMPANY, INC.

[GOVERNMENT ENTITY]  
WILLIAMSON COUNTY, TEXAS, a  
political subdivision of the State of Texas

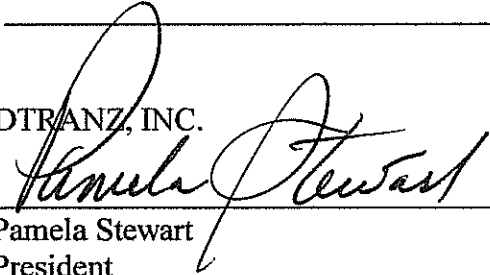
By: \_\_\_\_\_  
Thomas F. Pojero,  
President

By: \_\_\_\_\_  
Dan A. Gattis,  
Williamson County Judge

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

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

CARDTRANZ, INC.

By:  \_\_\_\_\_  
Pamela Stewart  
President

Date: 3-27-2009

Park Donations, B/A, 4/7/09  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Melanie Denny  
Department: County Auditor  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

Background

---

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$430.00	01

---

Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Lisa Moore      Started On: 04/02/2009 07:45 AM  
Final Approval Date: 04/02/2009

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Park Donations, B/A, 4/7/09  
Commissioners Court - Regular Session

Date: 04/07/2009  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Melanie Denny  
Department: County Auditor  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$430.00	01

Attachments

*No file(s) attached.*

Form Routing/Status

Form Started By: Lisa Moore      Started On: 04/02/2009 07:48 AM  
Final Approval Date: 04/02/2009