

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 26TH, 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 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 – 19)

5. Discuss and consider approving a line item transfer for Constable Pct. #4:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0554-003005	Office Furniture	1000.00	
to	0100-0554-003010	Computer Equipment	1000.00	

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0581.003006	Office Equipment	5200.00	
From	100.0581.003105	Paper Supplies	2800.00	
To	100.0581.003010	Computer Equipment	8000.00	

7. Discuss and consider a line item transfer for multiple departments for W/Comp adjustments

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0360-0360-003311	CH Sec/Uniforms	\$850	
To	0360-0360-002050	CH Sec/WComp	\$850	
From	0100-0630-002050	HD/WComp	\$4000	
From	0100-0509-002050	Facilities/WComp	\$2600	
From	0100-0551-002050	Const #1/WComp	\$1500	
From	0100-0570-002050	Jail/WComp	\$7000	
From	0100-0576-002050	Juv/WComp	\$14000	
To	0100-0540-002050	EMS/WComp	\$29100	
From	0100-0409-002050	Non Dept/WComp	\$21770	
To	0100-0405-002050	Vet Svcs/WComp	\$120	
To	0100-0660-002050	Recycl Ctr/WComp	\$900	
To	0100-0440-002050	DA/WComp	\$400	
To	0100-0475-002050	CA/WComp	\$450	
To	0100-0492-002050	Elections/WComp	\$550	
To	0100-0503-002050	IT/WComp	\$550	
To	0100-0510-002050	Parks/WComp	\$4000	
To	0100-0552-002050	Const #2/WComp	\$3000	
To	0100-0553-002050	Const #3/WComp	\$300	
To	0100-0554-002050	Const #4/WComp	\$1700	
To	0100-0560-002050	SO/WComp	\$9500	
To	0100-0583-002050	ESD/WComp	\$300	

8. Line Item transfer from Maintenance Contracts to Kitchen Supplies for County Jail

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0570 004500	Maintenance Contracts	8000.00	
To	0100 0570 003111	Kitchen Supplies	8000.00	

9. Discuss and consider approving a line item transfer for County Attorney:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0475-004350	Printed Materials	\$1,000.00	
To:	0100-0475-003900	Memberships	\$1,000.00	

10. Discuss and consider approving a line item transfer for District Attorney:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0440-004932	Trial Expenses	1500.00	
To	0100-0440-003100	Office Supplies	1500.00	

11. Discuss and consider approving a line item transfer for Parks

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$8,750	
To	0100-0510-003001	Parks/Sm Equip-Tools	\$8,750	

12. Line Item Transfer from Law Enforcement Equip<5000 to Medical Equipment<5000.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0560 003008	Law Enforcement Equip	425.00	
To	0100 0560 003107	Medical Equipment	425.00	

13. Consider closing a portion of Fern Bluff Ave. (8200-8203) on May 30th, 2009, from 4 pm - 10 pm and consider loaning barricades and cones for a neighborhood block party.
14. Consider and take appropriate action on authorizing the transfer of various items to auction/donation/destruction.
(Complete list filed with official minutes)
15. Discuss and consider preliminary plat approval of Merkord Subdivision, Pct. 4.
16. Discuss and consider preliminary plat approval for Lakeview Estates Subdivision, Pct. 3.
17. Discuss and consider approval for Amended Plat of Lot 5, Walburg Crossing, Pct. 3.
18. Consider approving donation to Victim Assistance from GRC Wireless, Inc. (Shelter Alliance Cell Phone Fundraiser) in the amount of \$127.50.
19. Discuss and take appropriate action regarding Agreement between Thrall Volunteer Fire Dept. and Williamson County.

REGULAR AGENDA

20. Discuss and take appropriate action regarding A Proclamation Honoring Central Texas Regional Mobility Authority Chairman Robert E. Tesch.
21. Discuss and take appropriate action on road bond program.
22. Consider authorizing the County Judge to execute a Supplemental Agreement to Contribute Funds with TXDOT for SH 195 Section 1 (previously Phase 1B) and take other appropriate action.
23. Consider authorizing the County Judge to execute a Second Supplemental Agreement to Contribute Funds with TXDOT for SH 195 Section 4 (previously Phase 1I) and take other appropriate action.
24. Consider authorizing the County Judge to execute a Supplemental Agreement to Contribute Funds with TXDOT for SH 195 Section 1 (previously Phase 1A) and take other appropriate action.

25. Discuss and consider approving Cobb, Fendley & Associates, Inc. Supplemental #7 to their 2001 Utility Management Professional Service Agreement (PSA) to allow for the execution of Supplemental #3 to Work Authorization #15 for Williams Drive/RM 2338 (FM 3405 to DB Woods) utility coordination.
26. Discuss and take action on the ILA between Georgetown and Williamson County for CR104 Phase 2
27. Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line improvements for US 183 Project.
28. Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line improvements for SH 195 Project.
29. Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line improvements for CR 214 Project.
30. Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line improvements for RM 2338 Project Phase 2.
31. Discuss and take appropriate action on the recommended project, Jarrell City Sewer System, for the Community Development Block Grant Recovery Funds in the amount of \$297,718.
32. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
33. Discuss and take action to amend the Audit Committee Resolution to add a third citizens member and appoint audit committee members.
34. Discuss and take appropriate action on Edward Byrne Memorial Justice Assistance Grant (JAG) application for funding through CAPCOG.
35. Discuss and take action on the re-appointment of Bobby Bunte to the ESD #8 Board
36. Discuss and take appropriate action regarding a Resolution Affirming Williamson Counties support of and partnership with the 2010 Census.

37. Discuss and take appropriate action on FY 2010 Texas Victim Information and Notification Everyday (VINE) Annual Maintenance Grant Contract.
38. Consider authorizing advertising and setting date of June 24, 2009 at 3:00pm in the Purchasing Department to receive bids for the Chandler Road Phase III B project, Bid# 09WC717.
39. Consider acknowledging proposals received for RFP# 09WCP814, THIRD PARTY ADMINISTRATOR FOR THE WILLIAMSON COUNTY INDIGENT HEALTH CARE PROGRAM, and recognizing that the best proposer is WEB-TPA, Inc.
40. Consider authorizing advertising and setting date of June 16, 2009 at 2:00pm in the Purchasing Department to receive proposals for the Williamson County Employee Assistance Program (EAP) and Worker's Compensation Insurance.
41. Consider authorizing advertising and setting date of June 17, 2009 at 2:30pm to accept bids in the Williamson County Purchasing Department for Power Stretchers for Williamson County EMS.
42. Consider authorizing advertising and setting date of June 17, 2009 at 2:00pm in the Purchasing Department to receive bids for the BYERS' HOUSE REPAIRS project, Bid# 09WC718.
43. Consider authorizing advertising and setting date of June 17, 2009 at 3:30pm to receive proposals in the Williamson County Purchasing Department for EMS Billing Services.
44. Consider approving extension of contract between Williamson County Juvenile Services and Aramark Correctional Food Services on a month to month basis to allow for Texas Department of Agriculture to review renewal contract for the National School Lunch Program.
45. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Jail

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0570-003316	Jail/Medical	\$400,000	

46. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for May 2009 Voluntary Duty:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Voluntary Duty Rev, SO	\$3,369.66	01
	0100.0000.341226	Voluntary Duty Rev, Juv Serv	\$315.06	02
	0100.0000.341230	Voluntary Duty Admin Fee	\$315.68	03

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001117	Voluntary Duty Pay	\$2,775.00	01
	0100.0560.002010	FICA	\$212.29	02
	0100.0560.002020	Retirement	\$243.62	03
	0100.0560.002050	Worker's Comp	\$138.75	04
	0100.0576.001117	Voluntary Duty Pay	\$255.00	05
	0100.0576.002010	FICA	\$19.51	06
	0100.0576.002020	Retirement	\$27.80	07
	0100.0576.002050	Worker's Comp	\$12.75	08

48. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures from the Attorney General's office for the purpose of SANE exams:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0440.004203	SA Medical Exams	\$5,000.00	01

49. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues from the Attorney General's office for the purpose of SANE exams:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370517	SA Medical Reimbursement	\$5,000.00	01

50. Discuss and take appropriate action on current pending legislation.

51. Schedule a Public Hearing for Long Range Transportation Plan.

EXECUTIVE SESSION

52. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)

53. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

54. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 557.087 Deliberation regarding Economic Development Negotiations.)

55. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)

56. Discuss and take appropriate action on real estate.

57. Discuss and take appropriate action on pending or contemplated litigation.

58. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.

59. Discuss and take appropriate action concerning personnel matters.

60. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2009 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Line Item Transfer

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Mark Birchard, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #4:

Background

The 4 laptops were ordered and delivered, UNFORTUNATELY they were not TOUCH SCREEN per the new CAD requirements. SO they had to be returned and the TOUCH SCREEN is an additional cost over the original P.O. I have 4 stands for the cars waiting to be installed, but no computers to be placed on them.

I very respectfully request that these funds be transferred. We are now 10 weeks into this project, and will now be a week later since I couldn't operate this software properly. These will now take another 5 weeks to deliver. Please take pity on my ignorance of this fancy software, and transfer these funds, please.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0554-003005	Office Furniture	1000.00	
to	0100-0554-003010	Computer Equipment	1000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/14/2009 09:01 AM	APRV
4	Budget	Ashlie Koenig	05/14/2009 11:57 AM	APRV
5	Constable Pct. 4 (Originator)	Mark Birchard	05/14/2009 02:52 PM	APRV
8	Budget	Ashlie Koenig	05/21/2009 01:04 PM	APRV

Form Started By: Mark Birchard
 Started On: 05/11/2009 04:26 PM

Final Approval Date: 05/21/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Melissa Pogue, Emergency Communications

Submitted For: Patrick Cobb

Department: Emergency Communications

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Communications:

Background

Emergency Communications is the focal for coordination of all emergency response within the County. Considering the major events that have occurred in the County in recent months (fires, storms, tornadoes, pandemic flu, and law enforcement), we are in dire need of automating the resource management capabilities within the 911 Center. Currently, we must use white boards and markers without any interface to modern technology. This new technology will be compatible with future CAD products as well. We will be purchasing one mobile and one stationary Smart Board and the software to integrate the two devices together over the network.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100.0581.003006	Office Equipment	5200.00	
From	100.0581.003105	Paper Supplies	2800.00	
To	100.0581.003010	Computer Equipment	8000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route

Seq	Inbox	Approved By	Date	Status
		Melissa Pogue	05/13/2009 04:25 PM	CREATED
2	County Judge Exec Asst.	Wendy Coco	05/14/2009 09:00 AM	APRV

3		Wendy Coco	05/14/2009 09:00 AM	FNL APRV
		Wendy Coco	05/14/2009 09:04 AM	ROUTING CONTINUED
1	Budget	Ashlie Koenig	05/14/2009 11:57 AM	APRV
2	Melissa Pogue (Originator)			PEND
Form Started By: Melissa Pogue			Started On: 05/13/2009 04:25 PM	

Line Item Transfer

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider a line item transfer for multiple departments for W/Comp adjustments

Background

W/Comp estimates are merely that, estimates. Premiums budgeted for the next fiscal year do not reflect the actual number of claims, total number of o/t hours or rate increases. Because of that, overages are behind a year. We received a bill for a shortage in 2008 as well as an increase to 2009 rates based on the above factors. These transfers will cover the shortages.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0360-0360-003311	CH Sec/Uniforms	\$850	
To	0360-0360-002050	CH Sec/WComp	\$850	
From	0100-0630-002050	HD/WComp	\$4000	
From	0100-0509-002050	Facilities/WComp	\$2600	
From	0100-0551-002050	Const #1/WComp	\$1500	
From	0100-0570-002050	Jail/WComp	\$7000	
From	0100-0576-002050	Juv/WComp	\$14000	
To	0100-0540-002050	EMS/WComp	\$29100	
From	0100-0409-002050	Non Dept/WComp	\$21770	
To	0100-0405-002050	Vet Svcs/WComp	\$120	
To	0100-0660-002050	Recycl Ctr/WComp	\$900	
To	0100-0440-002050	DA/WComp	\$400	
To	0100-0475-002050	CA/WComp	\$450	
To	0100-0492-002050	Elections/WComp	\$550	
To	0100-0503-002050	IT/WComp	\$550	

To	0100-0510-002050	Parks/WComp	\$4000	
To	0100-0552-002050	Const #2/WComp	\$3000	
To	0100-0553-002050	Const #3/WComp	\$300	
To	0100-0554-002050	Const #4/WComp	\$1700	
To	0100-0560-002050	SO/WComp	\$9500	
To	0100-0583-002050	ESD/WComp	\$300	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 05/15/2009 02:18 PM

Final Approval Date: 05/18/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 05/26/2009
 Submitted By: Deborah Wolf, Sheriff
 Submitted For: Deborah Wolf
 Department: Sheriff
 Agenda Category: Consent

Information

Agenda Item

Line Item transfer from Maintenance Contracts to Kitchen Supplies for County Jail

Background

To purchase additional Styrofoam plates and containers due to failure of vendor to meet contractual obligations.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0570 004500	Maintenance Contracts	8000.00	
To	0100 0570 003111	Kitchen Supplies	8000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/21/2009 11:09 AM	APRV
4	Budget	Ashlie Koenig	05/21/2009 01:05 PM	APRV

Form Started By: Deborah Wolf

Started On: 05/19/2009 03:19 PM

Final Approval Date: 05/21/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Vicki Vickers, County Attorney

Submitted For: Vicki Vickers

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for County Attorney:

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0475-004350	Printed Materials	\$1,000.00	
To:	0100-0475-003900	Memberships	\$1,000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/21/2009 11:13 AM	APRV
4	Budget	Ashlie Koenig	05/21/2009 01:05 PM	APRV

Form Started By: Vicki Vickers
 Started On: 05/20/2009 10:14 AM

Final Approval Date: 05/21/2009

To discuss and consider approving a line item transfer for District Attorney
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Sandi Andrews, District Attorney
Submitted For: Sandi Andrews
Department: District Attorney
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for District Attorney:

Background

The cost of paper goods and office supplies have continued to increase through out this budget year. We also have an increase in the use of file folders, expanding pocket files, legal pads and most all of our general use office supplies as our case loads increase. Additionally we have a new civil attorney position in our office which has increased the use of general office supplies more than expected.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100-0440-004932	Trial Expenses	1500.00	
To	0100-0440-003100	Office Supplies	1500.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/21/2009 11:13 AM	APRV
4	Budget	Ashlie Koenig	05/21/2009 01:05 PM	APRV

Form Started By: Sandi Andrews
Started On: 05/20/2009 10:51 AM
Final Approval Date: 05/21/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Parks

Background

In April of 2009, Berry Springs Park experienced a theft of several tools/equipment (see attached). Our insurance deductible for these types of occurrences is \$10K and the total cost of the stolen tools/equipment is \$8,750. This line item transfer will pay for replacement equipment/tools.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$8,750	
To	0100-0510-003001	Parks/Sm Equip-Tools	\$8,750	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 05/20/2009 11:19 AM

Final Approval Date: 05/21/2009

Line Item Transfer for SO
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Line Item Transfer from Law Enforcement Equip<5000 to Medical Equipment<5000.

Background

Purchase of pulse oximeter requested by Capt. Newsom

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0560 003008	Law Enforcement Equip	425.00	
To	0100 0560 003107	Medical Equipment	425.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/21/2009 11:13 AM	APRV
4	Budget	Ashlie Koenig	05/21/2009 01:53 PM	APRV

Form Started By: Deborah Wolf
Started On: 05/20/2009 12:55 PM

Final Approval Date: 05/21/2009

Stone Canyon Block Party
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider closing a portion of Fern Bluff Ave. (8200-8203) on May 30th, 2009, from 4 pm - 10 pm and consider loaning barricades and cones for a neighborhood block party.

Background

I used the automated system to route the block party through the proper channels. It was approved by the Sheriff's Office & EMS as well as 911 Communications. Communications will make sure that the Fire Departments are notified. Road & Bridge was notified and they have agreed to loan cones and barricades that will be delivered on May 29th. This is also noted on the automated system and it is showing up on the calendar that ITS set up. I received a notification via email from the webmaster that all parties were notified and that all parties had approved. I put it in the system on Thursday, May 14th and was notified by the webmaster on Monday, May 18th. For back up I just highlighted the information that was in the automated notification. (see below)

I did follow up via email and phone calls to all parties as I wanted to make sure the automated system was working properly. I have spoke with ITS on a couple of small issues, but all and all I think the system is set up and is working.

Stone Canyon: Block Party

Type of Closure: Block Party

Description: Neighbors in Stone Canyon would like to block off a few houses for a small neighborhood block party. They will need 6 barricades and 12 cones delivered on Friday, May 29th.

Location of Road Closure: 8200-8203 Fern Bluff Ave.

Location Short Description: Fern Bluff Ave & Sea Ash in Stone Canyon

Event Start Time: 5/30/2009 4:00 PM

Event End Time: 5/30/2009 10:00 PM

Alternate Dates: none

HeadCount:50

Requestor First Name: Susan

Requestor Last Name: Juba

Requestor Address: 8203 Fern Bluff Ave. Round Rock, TX 78681
Requestor Email: Edward_Juba@Dell.com
Requestor Primary Telephone: 512-255-2818
Requestor Mobile Phone: 512-723-2966
Event Review Due Date: 5/18/2009 5:00 PM

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Stone Canyon Block Party](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 05/18/2009 03:17 PM

Final Approval Date: 05/21/2009

From: Edward_Juba@Dell.com
Sent: Thursday, May 14, 2009 8:26 AM
To: Mary Clark
Subject: Barricade and cone request for Stone Canyon block party

Hello,

My wife Susan Juba talked to you earlier this week about requesting barricades for a neighborhood block party in Stone Canyon. We will be hosting this along with two sets of adjacent neighbors and several around the corner. The event is Saturday, May 30 from ~4-10pm. As we have done several times in the past (sometimes for 4th of July though), we would like to block off Fern Bluff Avenue from house numbers 8200-8203 (which are the hosting homes). Previously, the barricades and cones have been dropped in the far right side of our driveway (8203 Fern Bluff Ave) a day or two before the event, and that works fine. That intersection of Fern Bluff Ave and Sea Ash has several alternate routes that others in the neighborhood can easily use, and detour no more than 100 yards out of their way. We would only block the driveway of homes that are actually hosting.

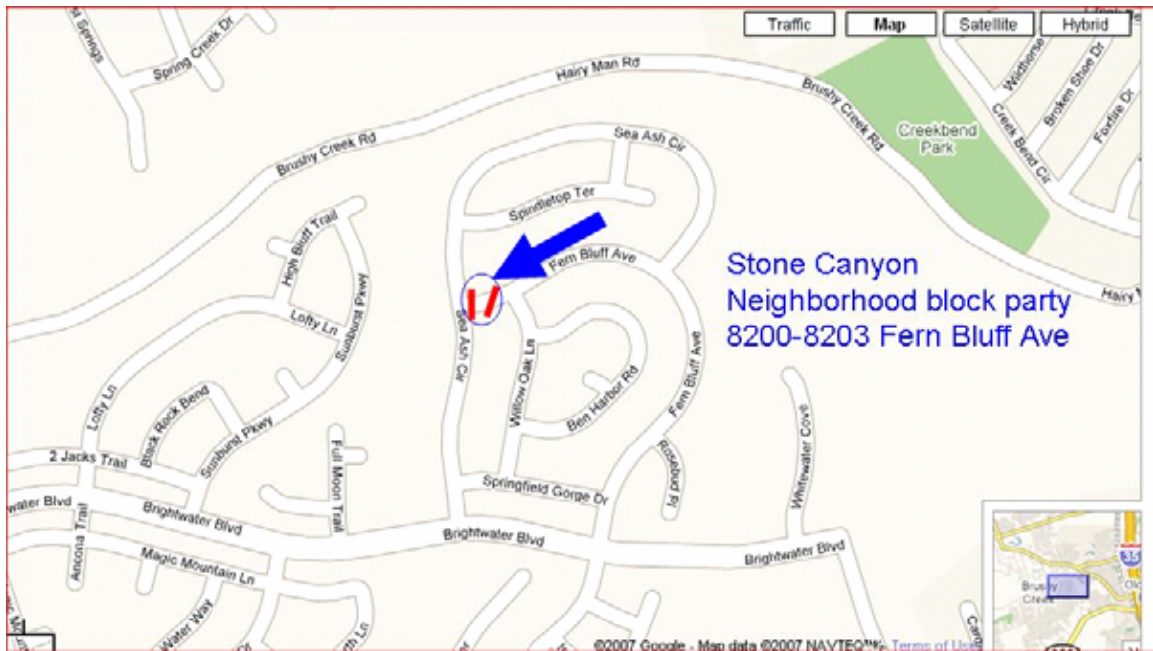
In the past, I think we've had something like four barricades (perhaps 6) and maybe a dozen cones. There are a lot of kids on our block we want to ensure their safety as we engulf the street, yards and driveways with a variety of food, fun, and activities to celebrate the end of the school year.

Let us know if you have any questions. Thanks for your assistance. - Ed & Susan Juba

Susan Juba (home) 255-2818

Ed Juba (work) 723-2966

P.S. Here is a map of the impacted area that was requested by your group for our 2007 block party:



Consent Agenda

Commissioners Court - Regular Session

Date: 05/26/2009

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 to auction/donation/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 Transfer/Disposal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Bob Space	05/21/2009 10:55 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	05/21/2009 11:15 AM	APRV

Form Started By: Ursula Stone Started On: 05/21/2009 10:09 AM

Final Approval Date: 05/21/2009

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 of similar type for the county

☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to
Public Health / Safety

Asset List:

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

Parties involved:

FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Julie Kiley

Karen Knightstep

Print Name

Print Name

Signature

Date 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

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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 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)
1	ISI Frontier SCBA w/ ²⁰⁰³ mask	WK 563337	NJ1-4	Non-Working
1	Survivair SCBA w/mask-1995	WK 124352	SJ3-2	Non-Working
1	3M SCBA	R-10382	SJ2-1	Non-Working
1	Survivair SCBA w/ ^{TANK} mask 1995	WK 423115		Non-Working
1	3M SCBA Tank	S/N 263769		Non-Working
1	Survivair SCBA Tank-1995	WK 425426		Non-Working
1	SCBA Wall Rack			Non-Working
10	SCBA Wall Brackets			Non-Working

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date 5-13-09

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

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) 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)
1	3M SCBA Yellow w/mask	SN-R-10379	NJ1-3	Non-Working
1	ISI Frontier-SCBA w/mask 2003	WK 56333D	NJ2-1	Non-Working
1	Survivair SCBA w/mask -1995	WK 425425	SJ2-2	Non-Working
1	Survivair SCBA w/mask 1996	WK 443408	NJ3-1	Non-Working
1	ISI Frontier SCBA w/mask ²⁰⁰³	WK 563355	SJ3-1	Non-Working
1	ISI Frontier SCBA w/mask ²⁰⁰³	WK 563311	NJ1-1	Non-Working
1	ISI Frontier SCBA w/mask	WK 563362	NJ1-5	Non-Working
1	ISI Frontier SCBA w/mask	WK 563346	NJ1-2	Non-Working

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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

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

[Print 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)
4	pair BDU PANTS (worn,faded,stained,torn)	no id #	no tag #	Non-Working
5	pair 511 black pants (worn,faded,stained)	no id #	no tag #	Non-Working
16	pair DUTY PANTS (worn,faded,stained,torn)	no id #	no tag #	Non-Working
4	polo shirts (worn,faded,stained,torn)	no id #	no tag #	Non-Working
2	Class A long sleeve shirts (stained,torn,used)	no id #	no tag #	Non-Working
6	Class B short sleeve shirts (stained,torn,used)	no id #	no tag #	Non-Working
2	BDU SHIRT (worn,faded,torn,used)	no id #	no tag #	Non-Working
	*insignias have been removed-unsuitable for re-issue			Non-Working

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

Transferor - Elected Official/Department Head/Authorized Staff:

Contact Person:

L.C. Marshall

Patricia Amison

Print Name

Print Name

Signature

+1 (512) 943-1349

Phone Number

Date May 8, 2009

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

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

Print 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)
2	RAIN COATS orange/black (outdated, stained, dirty, used)	no id #	no tag #	Non-Working
23	S/S CLASS B SHIRTS (worn, faded, stained, torn)	no id #	no tag #	Non-Working
15	L/S CLASS A SHIRTS (worn, faded, stained, torn)	no id #	no tag #	Non-Working
28	PAIR DUTY PANTS (worn, stained, torn)	no id #	no tag #	Non-Working
				Non-Working
				Non-Working
				Non-Working
	*insignias have been removed-unsuitable for re-issue			Non-Working

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

Transferor - Elected Official/Department Head/
Authorized Staff:

L.C. Marshall

Print Name

Signature

Date May 8, 2009

Contact Person:

Patricia Amlson

Print Name

+1 (512) 943-1349

Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Disposal Form

Department: Corrections/570

Elected Official/Department Head/Authorized Staff: _____

Print Name _____

Signature _____

Date 5 / 5 / 09

Contact Person: _____

Print Name Christopher T. Watts#2801

Phone Number 512-943-1689

Asset List:

Description
(year, make, model & etc)

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

Method of disposal
(to whom & where)

Red Uniform Pants (223)

Red Uniform Shirts (146)

Orange/White Jumpsuits (16)

Towels (333)

Gray Inmate Blankets (107)

Reason for Disposal:

The above items are unable to be repaired; they are ripped and torn

hygiene issues - placed in dumpster

For County Auditor's Office Use Only:


Williamson County

Asset Disposal Form

Department: Corrections/570

Elected Official/Department Head/Authorized Staff:

Print Name _____

Signature 

Date 5 / 5 / 09

Contact Person:

Print Name Christopher T. Watts#2801

Phone Number 512-943-1689

Asset List:

Description
(year, make, model & etc)

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

Method of disposal
(to whom & where)

White Inmate Blanket

(34)

hygiene issues - placed in dumpster

Inmate Mattresses Covers

(1076)

Hospital Scrubs

(145)

Reason for Disposal:

The above items are unable to be repaired; they are ripped and torn

For County Auditor's Office Use Only:

Williamson County

Asset Disposal Form

Department: Corrections/570

Elected Official/Department Head/Authorized Staff:

Print Name L.C. "Tony" Marshall Signature [Signature] Date 5 / 5 / 09

Contact Person:

Print Name Christopher T. Watts#2801

Phone Number 512-943-1689

Asset List:

Description (year, make, model & etc)	Identification Number (Serial#, VIN#, Tag#)	Method of disposal (to whom & where)
Mattresses (150)		hygiene issues - placed in dumpster
Inmate Shoes (555 pairs)		"
Inmate Kitchen Rubber Boots (12 pairs)		"
Chairs from Pods (15)		"
Yellow Uniform Shirts (461)		"

Reason for Disposal:

The above items are unable to be repaired; they are ripped and torn

The chairs are from the pods and they are used 24 hours a day, seven days a week

For County Auditor's Office Use Only:

Williamson County

Asset Disposal Form

Department: Corrections/570

Elected Official/Department Head/Authorized Staff:

Print Name _____

Signature _____

Date 5 / 2 / 09

Contact Person:

Print Name Christopher T. Watts#2801

Phone Number 512-943-1689

Asset List:

Description
(year, make, model & etc)

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

Method of disposal
(to whom & where)

Yellow Uniform Pants (1016)

White Uniform Shirts (66)

White Uniform Pants (182)

Orange Uniform Shirts (30)

Orange Uniform Pants (101)

Reason for Disposal:

The above items are unable to be repaired; they are ripped and torn

hygiene issues - placed in dumpster

1

1

1

1

For County Auditor's Office Use Only:

Williamson County

Asset Disposal Form

Department: Corrections/570

Elected Official/Department Head/Authorized Staff:

Print Name

Signature

Date 5 / 5 / 09

Contact Person:

Print Name Christopher T. Watts#2801

Phone Number 512-943-1689

Asset List:

Description
(year, make, model & etc)

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

Method of disposal
(to whom & where)

Green Uniform Pants (36)

Green Uniform Shirts (128)

Orange/White Uniform Pants (30)

Black/White Uniform Shirts (26)

Black/White Uniform Pants (58)

Reason for Disposal:

The above items are unable to be repaired; they are ripped and torn

hygiene issues - placed in dumpster

For County Auditor's Office Use Only:

Williamson County

Asset Disposal Form

Department: Building Maintenance

Elected Official/Department Head/Authorized Staff:

Print Name Joseph Latteo

Signature

Date 5 / 18 / 09

Contact Person:

Print Name James Whetston

Phone Number 512-943-1599

Asset List:

Description

(year, make, model & etc)

Identification Number

(Serial#, VIN#, Tag#)

Method of disposal

(to whom & where)

PVI Boiler, Mod 2500PHE250ATT

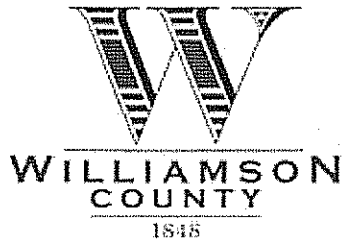
489 66775

Recycle Center

Reason for Disposal:

Boiler was leaking, cracks. No longer usable

For County Auditor's Office Use Only:



Williamson County
Facilities Services
3101 SE Inner Loop
Georgetown, Texas 78626
Ph: 512-943-1599 Fax: 512-930-3313

5-18-09
To: Purchasing
Attn: Ursula

FYI

The boiler was located in the county Jail and was taken out of service do to leaks. It was replaced by water heaters. The intension is to dispose of it by taking it to the county's Recycle Center. Bob Space wanted it to go through Commissioner's Court

Thanks
James Whetston

TRANSFER of FIXED ASSET

Date: May 20, 2009

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

- ☐ Transferred to another department
- ☒ Sold At Auction

[illegible]

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

From:

Transferor department head or elected official

(451) Justice of the Peace Pct. One
Department Name

To:

Transferee department head or elected official
(not needed if being sold at auction)

Department Name

Sammy McCullough

Records / IT
Department Name

Preliminary Plat Approval Merkord Subdivision
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary plat approval of Merkord Subdivision, Pct. 4.

Background

This is a 12.35 acre tract of land being subdivided into 3 residential lots.

Fiscal Impact

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

Attachments

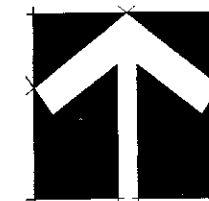
Link: [Merkord Preliminary Plat](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 05/20/2009 02:10 PM

Final Approval Date: 05/21/2009

PRELIMINARY PLAT OF:
MERKORD SUBDIVISION
12.35 ACRES OUT OF
THE JOHN DYKES SURVEY, ABSTRACT No. 187,
WILLIAMSON COUNTY, TEXAS



BEARINGS CITED HEREON BASED ON
A SPECIAL WARRANTY DEED
GRANTED TO CLARENCE MERKORD, ET
UX., AND RECORDED IN DOCUMENT
NO. 9759562. O.P.R.W.C.

(245.50 AC.)
DOUBL MC, INC.
VOL. 965, PG. 461
O.R.W.C.
c/o MMCASEY, PMB 142
5109 82nd STREET
LUBBOCK, TX 79424

(1.00 AC.)
SHEILA KNAPP
DOC. No. 2004020723
O.P.R.W.C.
P.O. BOX 209
HUTTO, TX 78634

(10.04 AC.)
JOE KNAPP
DOC. No. 9631887
O.R.W.C.
P.O. BOX 209
HUTTO, TX 78634

(100.00 AC.)
WELDON R. COPELAND
DOC. No. 9751596
O.R.W.C.
P.O. BOX 670
HUTTO, TX 78634

(0.642 AC.)
WILLIAMSON COUNTY
DOC. No. 2003115072
O.R.W.C.
710 MAIN STREET
GEORGETOWN, TX 78626

(TRACT 2: 50.00 AC.)
WELDON R. COPELAND
DOC. No. 9619161
O.R.W.C.
P.O. BOX 670
HUTTO, TX 78634

(12.35 AC.)
BRENDA ROBERTSON
DOC. No. 2004003160
O.P.R.W.C.
4305 PINEHURST DRIVE
TAYLOR, TX 76574

THE CALCULATED NORTHWEST
CORNER OF THE JOHN DYKES SURVEY
BEARS N 89°33'53" W 1304.13 FEET

TOTAL ACRES: 12.35 ACRES
NO. OF LOTS: 3 LOTS
NO. OF BLOCKS: 1
AREA OF SMALLEST
RESIDENTIAL LOT: 2.91 ACRES
PROPOSED USE: RESIDENTIAL
OWNER: CLARENCE MERKORD
301 COUNTY RD. 101
HUTTO, TX 78634
SURVEYOR: CASTLEBERRY SURVEYING, LTD.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78628
(512) 930-1600 / (512) 930-9389 FAX
ENGINEER: COULTER ENGINEERING, INC.
595 ROUND ROCK WEST DRIVE, STE 101
ROUND ROCK, TEXAS 78681
BENCHMARK: AN "X" SET IN A CONCRETE HEADWALL
ELEVATION: 651.43' NAVD88

JOHN DYKES SURVEY

BLOCK "A"

LOT 2

LOT 3

ABSTRACT NO. 187

COUNTY ROAD 101

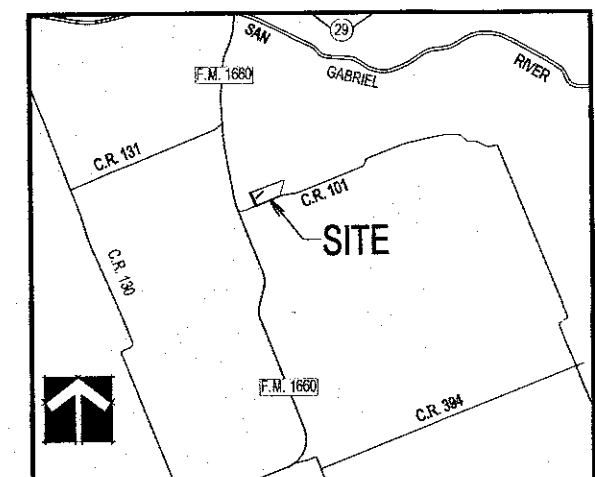
PLAT NOTES:

- THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
- MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- WATER SERVICE WILL BE PROVIDED BY JONAH WATER (S.U.D.) AND WASTEWATER SERVICE SHALL BE PROVIDED BY ON-SITE SANITARY SEWAGE FACILITIES.
- ON-SITE SEWAGE FACILITY (O.S.S.F.) MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
- NO STRUCTURE OR LAND ON THIS BLUE-LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- NO DEVELOPMENT SHALL BEGIN PRIOR TO ISSUANCE OF A FLOOD PLAIN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR FOR EACH LOT SPECIFIED.
- PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS BLUE LINE (SURVEY), AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTENT OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
- PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- THIS TRACT LIES WHOLLY IN THE COUNTY OF WILLIAMSON, AND IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE (EARZ).
- CONTOUR ELEVATIONS SHOWN HEREON BASED ON DATA OBTAINED FROM TEXAS NATURAL RESOURCES INFORMATION SYSTEM (TNIS).
- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS UNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0510 E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET YELLOW CAP "CS, LTD"
●	COTTON SPINDLE FOUND
—	UTILITY POLE
—	OVERHEAD ELEC. LINE
B.L.	BUILDING SETBACK LINE
O.S.S.F.	ON-SITE SEWAGE FACILITY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS WILLIAMSON COUNTY

LOT TABLE	
LOT	ACREAGE
LOT 1	2.91
LOT 2	5.37
LOT 3	4.07

CURVE TABLE					
ID	DELTA	RADIUS	ARC LENGTH	CHORD	CH BEAR
C1	15°38'11"	1134.96'	309.74'	308.78'	S 79°18'13" W
C2	16°59'06"	889.05'	263.55'	262.59'	S 78°37'45" W
C3	12°42'23"	1134.96'	251.70'	251.18'	S 77°50'19" W
C4	2°55'48"	1134.96'	58.04'	58.03'	S 85°39'25" W



VICINITY MAP



3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
(512) 930-1600/(512) 930-9389 FAX
EMAIL: INFO@CASTLEBERRYSURVEYING.COM

SHEET

1 OF 2

PRELIMINARY PLAT OF:
MERKORD SUBDIVISION
12.35 ACRES OUT OF
THE JOHN DYKES SURVEY, ABSTRACT No. 187,
WILLIAMSON COUNTY, TEXAS

OWNER'S CERTIFICATION:

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

THAT WE, CLARENCE MERKORD AND CAROLYN MERKORD, OWNERS OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED AS DOCUMENT NO. 9759562 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDED OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS THE MERKORD SUBDIVISION.

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

CLARENCE MERKORD
301 COUNTY RD. 101
HUTTO, TEXAS 78634

CAROLYN MERKORD
301 COUNTY RD. 101
HUTTO, TEXAS 78634

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OR NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES

LIEN HOLDER'S CERTIFICATION:

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

THAT I, DESEAN K. AKINS, TRUSTEE, ACTING FOR AND THROUGH MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., RICHARDSON, TEXAS, LIEN HOLDER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND BEING THAT TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS MERKORD SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 200____.

DESEAN K. AKINS, ASSISTANT SECRETARY
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
2380 PERFORMANCE DRIVE, BUILDING D
RICHARDSON, TX 75082

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

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 200____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

OWNERS RESPONSIBILITY:

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

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

PERIMETER FIELD NOTES

ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN DYKES SURVEY, ABSTRACT No. 187, AND BEING THAT TRACT CONVEYED TO CLARENCE MERKORD, ET UX, BY SPECIAL WARRANTY DEED DATED DECEMBER 22, 1997 AND RECORDED AS DOC# 9759562 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND IN THE NORTH MARGIN OF COUNTY ROAD 101 FOR THE SOUTHEAST CORNER OF THAT TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO MICHAEL RAEZ, ET UX DATED SEPTEMBER 26, 1996 AND RECORDED AS DOC# 9653341 OF SAID OFFICIAL RECORDS FOR THE SOUTHWEST CORNER OF SAID MERKORD TRACT AND THIS TRACT;

THENCE: N 19° 19' 00" W 412.53 FEET TO AN IRON PIN SET IN THE SOUTH LINE OF THAT TRACT DESCRIBED IN A WARRANTY DEED TO DOUBLE MC, INC. DATED JANUARY 13, 1984 AND RECORDED IN VOLUME 965, PAGE 461 OF SAID OFFICIAL RECORDS FOR THE NORTHWEST CORNER OF SAID MERKORD TRACT AND THIS TRACT;

THENCE: N 71° 48' 54" E 1398.11 FEET TO AN 60D NAIL FOUND AT A FENCE CORNER AT AN INSIDE ANGLE OF THAT TRACT DESCRIBED IN A WARRANTY DEED TO JOE KNAPP DATED JUNE 17, 1996 AND RECORDED AS DOC# 9631887 OF SAID OFFICIAL RECORDS FOR THE NORTHEAST CORNER OF SAID MERKORD TRACT AND THIS TRACT;

THENCE: S 19° 05' 22" W 629.92 FEET WITH THE COMMON LINE OF SAID MERKORD TRACT AND SAID KNAPP TRACT, BEING THE BASIS OF BEARINGS CITED HEREON, TO AN IRON PIN FOUND IN THE NORTH MARGIN OF COUNTY ROAD 101 BEING THE SOUTHEAST CORNER OF SAID MERKORD TRACT AND THIS TRACT;

THENCE: ALONG THE NORTH MARGIN OF COUNTY ROAD 101,
1) 309.74 FEET ALONG A CURVE TO THE RIGHT (D=15° 38' 11", R=1134.96 FEET, LC BEARS S 79° 18' 13" W 308.78 FEET) TO AN IRON PIN SET,
2) S 87° 07' 18" W 103.84 FEET TO AN IRON PIN SET,
3) 263.55 FEET ALONG A CURVE TO THE LEFT (D=16° 59' 06", R=889.05 FEET, LC BEARS S 78° 37' 45" W 262.59 FEET) TO AN IRON PIN SET,
4) S 70° 08' 12" W 341.57 FEET TO THE PLACE OF BEGINNING AND CONTAINING 12.35 ACRES OF LAND.

SURVEYOR'S CERTIFICATION:

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

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

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

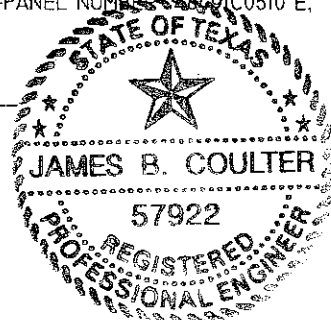
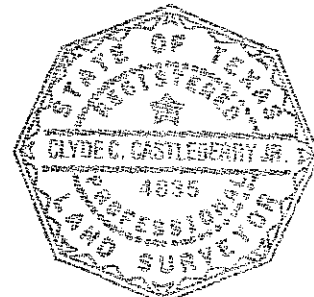
CLYDE C. CASTLEBERRY, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835
STATE OF TEXAS

ENGINEER'S CERTIFICATION:

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

I, JAMES B. COULTER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRoACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOODS AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARDS BOUNDARY MAP, COMMUNITY-PANEL NUMBER 13010C0510 E, EFFECTIVE DATE SEPTEMBER 26, 2008.

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



LIEN FREE RIGHT OF WAY:

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

MAIL BOXES:

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

WILLIAMSON COUNTY 911 ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 19 DAY OF May, 2009 A.D.

Jerida Barr
WILLIAMSON COUNTY ADDRESS COORDINATOR

HEALTH DISTRICT:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY PRIVATE SEWAGE FACILITY REGULATIONS, CONSTRUCTION STANDARDS FOR ON SITE SEWAGE FACILITY REGULATIONS (TCEQ), FLOODPLAIN MANAGEMENT REGULATIONS FOR WILLIAMSON COUNTY, REGULATIONS OF THE EDWARDS AQUIFER CHAPTER 313 SUBCHAPTER A SSI31.1-313.15. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

PAULO PINTO DATE
DIRECTOR ENVIRONMENTAL SERVICES

COUNTY JUDGE'S APPROVAL:

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

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

DAN A. GATTIS, COUNTY JUDGE DATE APPROVED DATE SIGNED
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK'S APPROVAL:

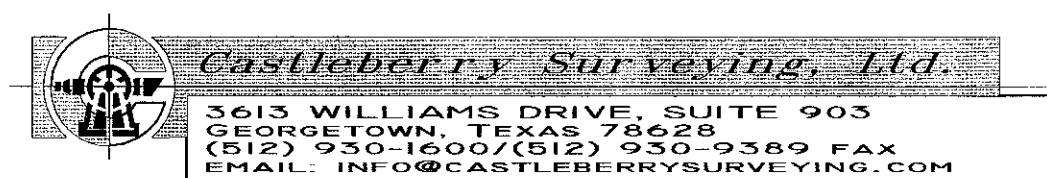
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF WILLIAMSON §

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

DEPUTY



SHEET

2 OF 2

Preliminary Plat Approval Lakeview Estates
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary plat approval for Lakeview Estates Subdivision, Pct. 3.

Background

This is a 25.46 acre tract being subdivided into 4 residential lots.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Lakeview Preliminary Plat](#)

Form Routing/Status

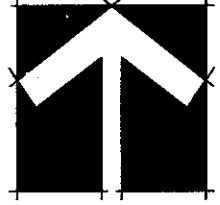
Form Started By: Nickey Lawrence Started On: 05/20/2009 02:19 PM

Final Approval Date: 05/21/2009

PRELIMINARY PLAT OF LAKEVIEW ESTATES SUBDIVISION

25.46 ACRES OUT OF THE CATHERINE JOYNER SURVEY, ABSTRACT No. 820, AND
THE G. B. MAYHALL SURVEY, ABSTRACT No. 821,
WILLIAMSON COUNTY, TEXAS

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



BEARINGS CITED HEREON BASED ON TEXAS
STATE PLANE COORDINATE SYSTEM NAD(83)93

TOTAL ACRES: 25.46 ACRES
NO. OF LOTS: 4 LOTS
NO. OF BLOCKS: 1
**AREA OF SMALLEST
RESIDENTIAL LOT:** 5.10 ACRES
PROPOSED USE: SINGLE FAMILY RESIDENTIAL

OWNER: NAMASTE HOLDING, LLC.
P.O. BOX 1134
GEORGETOWN, TX 78627
SURVEYOR: CASTLEBERRY SURVEYING, LTD.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78628
(512) 930-1600 / (512) 930-9389 fax
ENGINEER:

Couller Engineering

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

ESTATES OF WESTLAKE
PHASE 3B
CAB. EE, SLD. 386
P.R.W.C.

PORTION OF
(13.50 ACRES)
CAROL TREVATHAN
DOCUMENT No. 2005005524
O.P.R.W.C.
P.O. BOX 1134
GEORGETOWN, TEXAS 78627

STANDARD MONUMENT
3/4" IRON PIN SET IN CONCRETE
GRID COORDINATES:
N: 10224110.13'
E: 3102093.44'

POINT OF BEGINNING:
STANDARD MONUMENT
3/4" IRON PIN SET IN CONCRETE
GRID COORDINATES:
N: 10223920.72'
E: 3101623.49'

(LOT 1, BLOCK B)
SEYED M. MIRI
DOCUMENT No. 9611348
O.R.W.C.
5909 WAYMAKER COVE
AUSTIN, TEXAS 78746

(LOT 2, BLOCK B)
MICHAEL ANDREW NAPOLI
DOCUMENT No. 9611348
O.R.W.C.
1301 CR 262
GEORGETOWN, TEXAS 78633

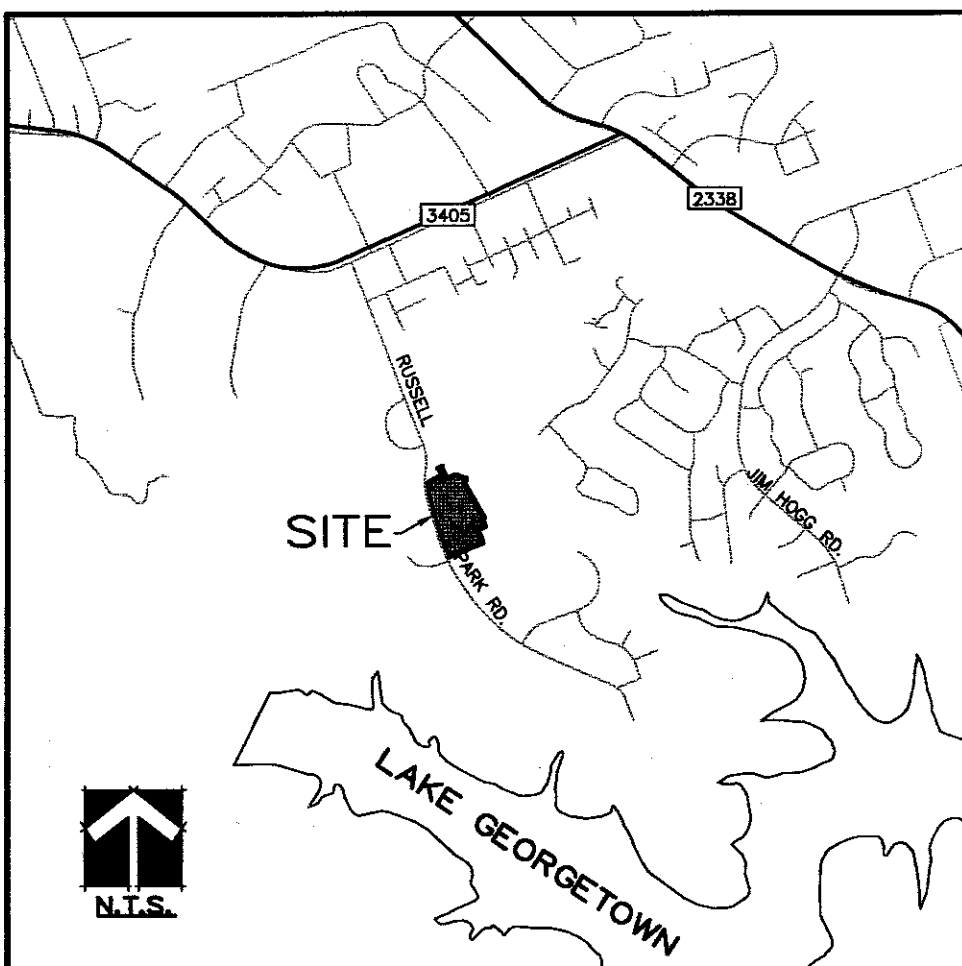
1/2" IRON PIN FOUND
GRID COORDINATES:
N: 10225303.84'
E: 3101217.62'

PK NAIL FOUND
GRID COORDINATES:
N: 10225460.94'
E: 3101759.16'

LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD."
■	3/4" IRON PIN SET IN CONCRETE w/YELLOW PLASTIC CAP "CS, LTD."
○	PK NAIL FOUND
B.L.	BUILDING SETBACK LINE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
P.R.W.C.	PLAT RECORDS WILLIAMSON CO.

(26.00 AC.)
EMMET J. HAWKES, et. al.
VOL. 2221, PG. 979
O.P.R.W.C.
213 WEST FIGUEROA
SANTA BARBARA, CALIFORNIA 93101-3602

SITE MAP



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

SHEET

1 OF 3

PRELIMINARY PLAT OF
LAKEVIEW ESTATES SUBDIVISION

25.46 ACRES OUT OF THE CATHERINE JOYNER SURVEY, ABSTRACT No. 820, AND
THE G. B. MAYHALL SURVEY, ABSTRACT No. 821,
WILLIAMSON COUNTY, TEXAS

PERIMETER FIELD NOTES:

All that certain tract or parcel of land situated in Williamson County, Texas out of the Catherine Joyner Survey, Abstract No. 820, Williamson County, Texas and being all that tract described as 7.60 acres in a Cash Warranty Deed granted to NAMASTE Holdings, LLC., a Texas limited liability company, and recorded as Document No. 2008076363, Official Public Records of Williamson County, Texas and further described in a Warranty Deed granted to WAAPF, LTD, et. al. and recorded as Document No. 2008076363 of said Official Public Records and also being a portion of those tracts described as 40.00 Acres "Exhibit A", and 40.00 Acres "Exhibit B" in a General Warranty Deed granted to NAMASTE Holdings, LLC., a Texas limited liability company, and recorded as Document No. 2007071786 of said Official Public Records and further described by metes and bounds as follows:

BEGINNING at a 3/4" iron pin with a yellow plastic cap inscribed "CS, LTD." set concrete in the east margin of County Road 262 (a.k.a. Russell Park Road) for the southwest corner of said 7.60 Acre NAMASTE tract and for the southwest corner of this tract;

THENCE, along a curve to the right and concave to the northeast ($\Delta = 7^\circ 53' 39''$, $r = 3779.70$ feet, lc bears $N 20^\circ 34' 42'' W$ 520.36 feet) at 434.14 feet with the east line of said County Road 262 and with the west line of said 7.60 Acre NAMASTE tract and this tract to a 1/2" iron pin found for the northwest corner of said 7.60 Acre NAMASTE tract, in all 520.77 feet continuing along the east margin of said County Road 262 and with the west line of said 40.00 Acre "Exhibit B" NAMASTE tract;

THENCE, continuing along the east margin of said County Road 262 and with the west line of said "Exhibit A" and Exhibit B" NAMASTE tract and this tract in the following two (2) courses:

1. $N 16^\circ 39' 57'' W$ at approximately 300.35 feet passing the southwest corner of said 40.00 Acre "Exhibit A" NAMASTE tract and the northwest corner of said 40.00 Acre "Exhibit B" NAMASTE tract in all 616.80 feet to a 1/2" iron pin found;
2. 309.53 feet along a curve to the right and concave to the northeast ($\Delta = 15^\circ 57' 34''$, $r = 1111.23$ feet, lc bears $N 08^\circ 35' 26'' W$ 308.53 feet) to a 1/2" iron pin found for the southwest corner of that tract described as 17.365 Acres in a Cash Warranty Deed granted to Steven D. Knight, et. al., and recorded as Document No. 2008026005 of said Official Public Records and for the northwest corner of this tract;

THENCE, into said 40.00 Acre "Exhibit A" NAMASTE tract and with the south line of said Knight tract and with the north line of this tract in the following twelve (12) courses:

1. $N 61^\circ 46' 34'' E$ 327.84 feet to a 1/2" iron pin found;
2. $N 28^\circ 45' 59'' W$ 17.91 feet to a 1/2" iron pin found;
3. 29.78 feet along a curve to the right and concave to the northeast ($\Delta = 06^\circ 12' 17''$, $r = 275.00$ feet, lc bears $N 25^\circ 54' 02'' W$ 29.77 feet) to a 1/2" iron pin found;
4. $N 22^\circ 37' 03'' W$ 86.29 feet to a 1/2" iron pin found;
5. 25.09 feet along a curve to the left and concave to the southwest ($\Delta = 95^\circ 50' 45''$, $r = 15.00$ feet, lc bears $N 70^\circ 03' 26'' W$ 22.27 feet) to a 1/2" iron pin found;
6. $N 62^\circ 03' 59'' E$ 16.46 feet to a 1/2" iron pin found;
7. 65.30 feet along a curve to right and concave to the southeast ($\Delta = 06^\circ 33' 49''$, $r = 570.00$ feet, lc bears $N 65^\circ 08' 34'' E$ 65.26 feet) to a 1/2" iron pin found;
8. 23.81 feet along a curve to the left and concave to the southeast ($\Delta = 90^\circ 57' 30''$, $r = 15.00$ feet, lc bears $S 22^\circ 43' 39'' W$ 21.39 feet) to a 1/2" iron pin found;
9. $S 22^\circ 40' 11'' E$ 90.37 feet to a 1/2" iron pin found;
10. 24.43 feet along a curve to the left and concave to the northeast ($\Delta = 06^\circ 13' 12''$, $r = 225.00$ feet, lc bears $S 25^\circ 43' 12'' E$ 24.41 feet) to a 1/2" iron pin found;
11. $S 28^\circ 50' 31'' E$ 120.98 feet to the 1/2" iron pin found;
12. $N 66^\circ 46' 33'' E$ 173.17 feet to a PK nail found for an angle point of said Knight tract and for the northeast corner of this tract

THENCE, with the east line of this tract in the following six (6) courses:

1. $S 71^\circ 32' 52'' E$ 204.93 feet continuing into said 40.00 Acre "Exhibit A" NAMASTE tract with the south line of said Knight tract to a 1/2" iron pin found;
2. $S 11^\circ 30' 38'' W$ 115.40 feet continuing into said 40.00 Acre "Exhibit A" NAMASTE tract with the south line of said Knight tract to a 1/2" iron pin found;
3. $S 30^\circ 19' 32'' E$ continuing into and across said 40.00 Acre "Exhibit A" NAMASTE tract with the south line of said Knight tract at approximately 341.76 feet passing the north line of said 40.00 Acre "Exhibit B" NAMASTE tract and the south line of said 40.00 Acre "Exhibit A" NAMASTE tract, and at approximately 471.95 feet passing the southwest corner of the Estates of West Lake, Phase 3B, a subdivision in Williamson County, Texas, as recorded in Cabinet EE, Slide 386, Plat Records of Williamson County, Texas and for the southwest corner of said Knight tract, in all 721.85 feet into said 40.00 Acre "Exhibit B" NAMASTE tract to a 1/2" iron pin found for the northeast corner of that tract described as 13.50 acres in a Cash Warranty Deed granted to Carol Trevathan and recorded as Document No. 2005005524 of said Official Public Records;
4. $S 67^\circ 51' 58'' W$ 41.09 feet continuing into said 40.00 Acre "Exhibit B" NAMASTE tract with the north line of said Trevathan tract to a 1/2" iron pin found for the northeast of said 7.60 Acre NAMASTE tract;
5. $S 21^\circ 02' 41'' E$ 169.94 feet with the east line of said 7.60 Acre NAMASTE tract to a 1/2" iron pin found;
6. $S 69^\circ 02' 18'' W$ 151.89 feet continuing with the east line of said 7.60 Acre NAMASTE tract to a 1/2" iron pin found;
7. $S 20^\circ 58' 07'' E$ 267.59 feet continuing with the east line of said 7.60 Acre NAMASTE tract to a 1/2" iron pin found for the southeast corner of said 7.60 Acre NAMASTE tract and this tract;

THENCE, with the south line of said 7.60 Acre NAMASTE tract and this tract in the following two (2) courses:

1. $S 68^\circ 59' 35'' W$ 23.78 feet to a 1/2" iron pin found;
2. $S 68^\circ 02' 54'' W$ 506.68 feet with the south line of said 7.60 Acre NAMASTE tract and this tract to the point of Beginning and containing 25.46 acres of land.

- 1 - (17.365 AC.) STEVEN D. KNIGHT, DOCUMENT No. 2008026005, O.P.R.W.C., 419 ALLEN CIRCLE, GEORGETOWN, TEXAS 78627
- 2 - (36.10 AC.) MICHAEL COUR, et. al., DOCUMENT No. 2006046742, O.P.R.W.C., 3309 SHELL ROAD, GEORGETOWN, TEXAS 78628
- 3 - (6.00 AC.) TRACY C. RYAN, DOCUMENT No. 2004062772, O.P.R.W.C., 820 C.R. 262, GEORGETOWN, TEXAS 78633
- 4 - (3.1698 AC.) STEVE BURGESS, DOCUMENT No. 2006075691, O.P.R.W.C., 906 C.R. 262, GEORGETOWN, TEXAS 78633
- 5 - (5.000 AC.) DEAN AUSTIN SMITH, et. al., DOCUMENT No. 2006075692, O.P.R.W.C., 900 C.R. 262, GEORGETOWN, TEXAS 78633
- 6 - (5.8450 AC.) THANH C. VUONG, DOCUMENT No. 2005028014, O.P.R.W.C., 980 C.R. 262, GEORGETOWN, TEXAS 78633
- 7 - (47.95 ACRES) THE BB&S PARTNERS, LTD., DOCUMENT No. 2000077131, O.P.R.W.C., 1501 CR 262, GEORGETOWN, TEXAS 78633
- 8 - (LOT 1-15, BLOCK A) FREDRICKSON BUILDERS II, LTD., DOCUMENT No. 2008069727, O.P.R.W.C., 110 E. 8TH ST., GEORGETOWN, TEXAS 78626
- 9 - (LOT 9, BLOCK A) FREDRICK W. WILLOUGHBY, et.al., DOCUMENT No. 2008085778, O.P.R.W.C., 119 GREEN GROVE, GEORGETOWN, TEXAS 78633

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 28°45'59" W	17.91'
L2	N 22°37'03" W	86.29'
L3	N 62°03'59" E	16.46'
L4	S 22°40'11" E	90.37'
L5	S 28°50'31" E	120.98'
L6	N 66°46'33" E	173.17'
L7	S 11°30'38" W	115.40'
L8	S 67°51'58" W	41.09'
L9	S 21°02'41" E	169.94'
L10	S 69°02'18" W	151.89'
L11	S 68°59'35" W	23.78'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	07°53'39"	3779.70	520.77	520.36	N 20°34'42" W
C2	15°57'34"	1111.23	309.53	308.53	N 08°35'26" W
C3	06°12'17"	275.00	29.78	29.77	N 25°54'02" W
C4	95°50'45"	15.00	25.09	22.27	N 70°03'26" W
C5	06°33'49"	570.00	65.30	65.26	N 65°08'34" E
C6	90°57'30"	15.00	23.81	21.39	S 22°43'39" W
C7	06°13'12"	225.00	24.43	24.41	S 25°43'12" E
C8	06°34'52"	3779.70	434.14	433.90	N 21°14'05" W
C9	01°18'47"	3779.70	86.63	86.63	N 17°17'16" W

SURVEYOR'S CERTIFICATION:

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

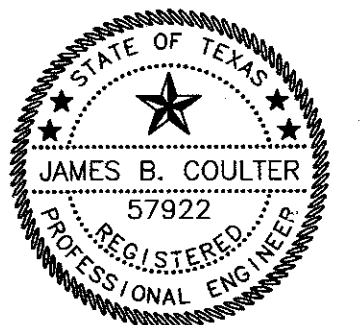
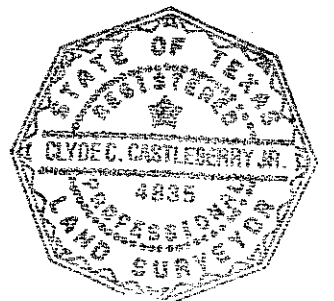
THE PERIMETER FIELD NOTES SHOWN HEREON HAVE A MATHEMATICAL CLOSURE WITHIN THE STANDARDS AS STATED IN THE "PROFESSIONAL LAND SURVEYING ACT" OF THE STATE OF TEXAS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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

ENGINEER'S CERTIFICATION:

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

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



Castleberry Surveying Ltd
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 830-1600 / (512) 930-9389 fax
www.castleberry-surveying.com

SHEET

2

OF 3

PRELIMINARY PLAT OF
LAKEVIEW ESTATES SUBDIVISION

25.46 ACRES OUT OF THE CATHERINE JOYNER SURVEY, ABSTRACT No. 820, AND
THE G. B. MAYHALL SURVEY, ABSTRACT No. 821,
WILLIAMSON COUNTY, TEXAS

OWNER'S CERTIFICATION:

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

THAT I, _____ OWNER(S) OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN AN AFFIDAVIT RECORDED AS DOCUMENT NO. 2008076363, AND AS DOCUMENT NO. 2007071786 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **LAKEVIEW ESTATES SUBDIVISION**.

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

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES

OWNER'S CERTIFICATION:

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

THAT I, JACK W. BUCHANAN OWNER(S) OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2008092168, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **LAKEVIEW ESTATES SUBDIVISION**.

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

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES

OWNERS RESPONSIBILITY:

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

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

ROAD WIDENING:

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

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

LIEN FREE RIGHT OF WAY:

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

PLAT NOTES:

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

MAIL BOXES:

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

WILLIAMSON COUNTY 911 ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 19 DAY OF may 2009 A.D.

Jeresa Barr
WILLIAMSON COUNTY ADDRESS COORDINATOR

HEALTH DISTRICT:

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

PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES

DATE

COUNTY JUDGE'S APPROVAL:

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

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

DAN A. GATTIS, SR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE APPROVED

DATE SIGNED

COUNTY CLERK'S APPROVAL:

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY



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

SHEET

3

OF

3

Plat approval for Walburg Crossing, Amended Plat of Lot 5
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approval for Amended Plat of Lot 5, Walburg Crossing, Pct. 3.

Background

Lot 5 of Walburg Crossing is a 15.11 acre tract that is being subdivided into two residential lots.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Walburg Crossing](#)

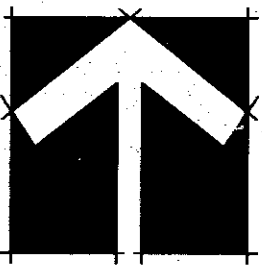
Form Routing/Status

Form Started By: Nickey Lawrence Started On: 05/21/2009 10:57 AM

Final Approval Date: 05/21/2009

AMENDED PLAT OF LOT 5, WALBURG CROSSING

LOT 5A, 12.41 ACRES & LOT 5B, 2.70 ACRES OUT OF THE M.J. GARCIA SURVEY, ABSTRACT 246
WILLIAMSON COUNTY, TEXAS



100 0 100 200 300
GRAPHIC SCALE: 1"=100'

BEARINGS CITED HEREON BASED CABINET Z, SLIDES
27-29 PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

M. J. GARCIA SURVEY

LOT 1
CHESTER COLLINSWORTH ET UX
122 VILLAGE COMMONS BLVD.
GEORGETOWN, TX 78626
DOC. No. 2005041756 O.P.R.W.C.

LOT 4
PERINKULAM GANESH ET UX
8112 CAMPECHE BAY PL
ROUND ROCK, TX 78681
DOC. No. 2007028245 O.P.R.W.C.

LOT 5A
12.41 ACRES

WALBURG CROSSING
CAB Z, SLDS 27-29 P.R.W.C.

LOT 5
RAY VAN TUTOR ET UX
2113 SCOTT BLVD.
TEMPLE, TX 76504
DOC. No. 2008038368 O.P.R.W.C.

LOT 5B
2.70 ACRES

LOT 6
MARK CUBAN ET UX
225 CR 148
GEORGETOWN, TX 78626
DOC. No. 2006036975 O.P.R.W.C.

ABSTRACT NO. 246

LOT 7

TOTAL ACRES: 2.70 ACRES
NO. OF LOTS: 2 RESIDENTIAL LOTS
SMALLEST LOT SIZE: 2.70 ACRES

PROPOSED USE: SINGLE FAMILY RESIDENTIAL

OWNERS:
RAY TUTOR
2113 SCOTT BLVD.
TEMPLE, TX 76504
(254) 778-3810 / fax - n/a

SANDRA TUTOR
2113 SCOTT BLVD.
TEMPLE, TX 76504
(254) 778-3810 / fax - n/a

SURVEYOR: CASTLEBERRY SURVEYING, LTD.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78628
(512) 930-1600 / (512) 930-9389 fax

ENGINEER: COULTER ENGINEERING
595 ROUND ROCK WEST DRIVE, STE 101
ROUNDROCK, TX 78681
(512) 248-1800 / (512) 248-9903 fax

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 18°43'01" E	30.00'

PERIMETER FIELD NOTES:

All that certain tract or parcel of land situated in Williamson County, Texas out of the M.J. Garcia Survey, Abstract No. 246, Williamson County, Texas and being that tract described as Lot 5, Walburg Crossing, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet Z, Slides 27-29 Plat Records Williamson County, Texas and described in a Warranty Deed with Vendor's Lien granted to Ray Van Tutor et ux and recorded in Document No. 2008038368, Official Public Records Williamson County, Texas and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CCC,4385" found in the west line of County Road 148, a right-of-way of varying width, for the northeast corner of Lot 6 of said Walburg Crossing subdivision and the southeast corner of said Lot 5 from which a 1/2" iron pin with a yellow plastic cap inscribed "CS,LTD" found for a point of tangency of a curve at the southeast corner of said Walburg Crossing bears S 18°43'01" E 1329.37 feet:

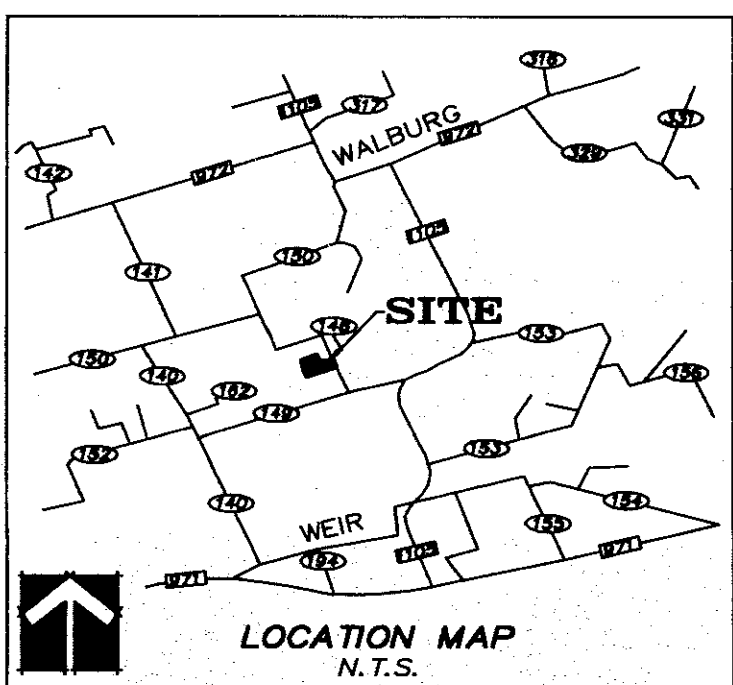
THENCE S 71°42'32" W 1263.32 feet with the north line of said Lot 6 and the south line of said Lot 5 to a 1/2" iron pin with a yellow plastic cap inscribed "CCC,4385" found in the east line of that tract described as 70 acres in a Deed granted to Dennis Wayne Hobratch, et ux recorded in Volume 637, Page 149 Deed Records Williamson County, Texas for the northwest corner of said Lot 6 and the southwest corner of said Lot 5;

THENCE N 19°22'47" W 684.71 feet with the east line of said Hobratch tract and the west line of said Lot 5 to a iron pin with a yellow plastic cap inscribed "CCC,4385" found for the southwest corner of Lot 1, said Walburg Crossing subdivision and the northwest corner of said Lot 5;

THENCE with the north line of said Lot 5 in the following three (3) courses:

- 1.N 71°47'22" E 677.97 feet with the south line of said Lot 1 to a 1/2" iron pin with a yellow plastic cap inscribed "CCC,4385" found in the west line of Lot 4, said Walburg Crossing subdivision,
- 2.S 18°56'51" E 266.55 feet with the west line of said Lot 4 to a 1/2" iron pin with a yellow plastic cap inscribed "CCC,4385" found for the southwest corner of said Lot 4,
- 3.N 87°41'49" E 617.34 feet with the south line of said Lot 4 to a 1/2" iron pin with a yellow plastic cap inscribed "CCC,4385" found in the west line of County Road 148 for the southeast corner of said Lot 4 and the most easterly northeast corner of said Lot 5;

THENCE, S 18°43'01" E 247.08 feet with the west line of County Road 148 and the east line of said Lot 5 the point of Beginning and containing 15.11 acres of land.



LEGEND	
●	1/2" IRON PIN FOUND-YELLOW CAP "CCC 4385"(UNLESS NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS,LTD"
■	FENCE CORNER POST
P.R.W.C.	PLAT RECORDS WILLIAMSON CO.
D.R.W.C.	DEED RECORDS WILLIAMSON CO.
O.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.
B.L.	BUILD LINE



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

SHEET

1 OF 2

AMENDED PLAT OF
LOT 5, WALBURG CROSSING

LOT 5A, 12.41 ACRES & LOT 5B, 2.70 ACRES OUT OF THE M.J. GARCIA SURVEY,
ABSTRACT 246 WILLIAMSON COUNTY, TEXAS

OWNER'S CERTIFICATION:

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

THAT I, RAY VAN TUTOR OWNER(S) OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2008038368 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **AMENDED PLAT OF LOT 5, WALBURG CROSSING.**

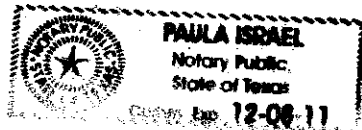
I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER, NOT THE COUNTY'S RESPONSIBILITY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

Ray Van Tutor
RAY VAN TUTOR
2113 SCOTT BLVD.
TEMPLE TX, 76504

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE 28th DAY OF April, 2009, PERSONALLY APPEARED RAY VAN TUTOR KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

Paula Israel
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP
12/18/2011
DATE NOTARY COMMISSION EXPIRES



OWNER'S CERTIFICATION:

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

THAT I, SANDRA K. TUTOR OWNER(S) OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2008038368 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **AMENDED PLAT OF LOT 5, WALBURG CROSSING.**

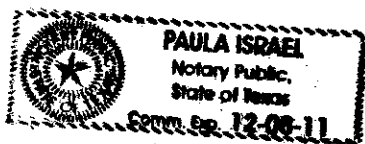
I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER, NOT THE COUNTY'S RESPONSIBILITY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

Sandra K. Tutor
SANDRA K. TUTOR
2113 SCOTT BLVD.
TEMPLE TX, 76504

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE 28th DAY OF April, 2009, PERSONALLY APPEARED SANDRA K. TUTOR KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

Paula Israel
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP
12/08/2011
DATE NOTARY COMMISSION EXPIRES



ROAD WIDENING:

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

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

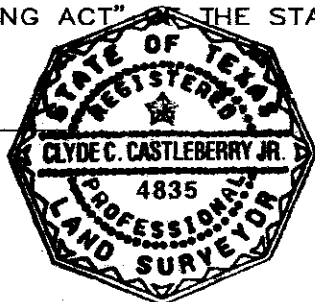
SURVEYOR'S CERTIFICATION:

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

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

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

Clyde C. Castleberry Jr.
CLYDE C. CASTLEBERRY, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835
STATE OF TEXAS

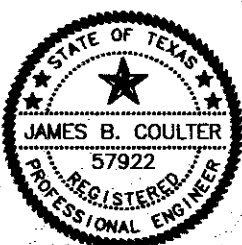


ENGINEER'S CERTIFICATION:

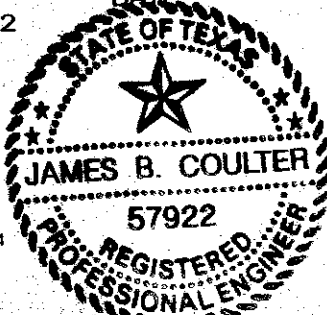
STATE OF TEXAS §
COUNTY OF WILLIAMSON §
§KNOW ALL MEN BY THESE PRESENTS;

I, JAMES B. COULTER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND NO LOT WITHIN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY-PANEL NUMBER 48491C0325 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

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



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



OWNERS RESPONSIBILITY:

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

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

PLAT NOTES:

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
3. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY JONAH S.U.D. AND O.S.S.F.
4. NO STRUCTURE OR LAND ON THIS BLUE-LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
5. NO DEVELOPMENT SHALL BEGIN PRIOR TO ISSUANCE OF A FLOOD PLAIN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR FOR EACH LOT SPECIFIED.
6. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS BLUE LINE (SURVEY), AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTENT OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
7. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
8. THIS TRACT LIES WHOLLY IN THE COUNTY OF WILLIAMSON.
9. ALL EASEMENTS AND RESTRICTIONS SHOWN ON WALBURG CROSSING SUBDIVISION, CABINET Z, SLIDES 27-29 P.R.W.C. APPLY.
10. ON-SITE SEWAGE FACILITY (O.S.S.F.) MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

LIEN FREE RIGHT OF WAY:

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

MAIL BOXES:

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

WILLIAMSON COUNTY 911 ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 19 DAY OF May, 2009 A.D.

Jessica Barr
WILLIAMSON COUNTY ADDRESS COORDINATOR

HEALTH DISTRICT:

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

Paulo Pinto
PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES

5/20/09
DATE

COUNTY JUDGE'S APPROVAL:

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

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

DAN A. GATTIS, SR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS
DATE APPROVED
DATE SIGNED

COUNTY CLERK'S APPROVAL:

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY



3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1800/(512) 930-9389 fax
www.castleberry-surveying.com

SHEET

2

OF 2

Victim Assistance Donation
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Peggy Braun, Sheriff
Submitted For: Peggy Braun
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Consider approving donation to Victim Assistance from GRC Wireless, Inc. (Shelter Alliance Cell Phone Fundraiser) in the amount of \$127.50.

Background

One (1) check from GRC Wireless, Inc.

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: Peggy Braun Started On: 05/21/2009 08:33 AM

Final Approval Date: 05/21/2009

Agreement Thrall Volunteer Fire Department and Williamson County
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Peggy Vasquez, County Judge
Submitted For: Peggy Vasquez
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Agreement between Thrall Volunteer Fire Dept. and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agreement between Thrall Volunteer Fire Dept. and Williamson County](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 05/21/2009 12:34 PM
Final Approval Date: 05/21/2009

THE STATE OF TEXAS

*

* **KNOW ALL MEN BY THESE PRESENTS**

*

COUNTY OF WILLIAMSON

THAT **Williamson County, Texas**, a political subdivision of the State of Texas (hereinafter referred to as the "County"); and the **Thrall Volunteer Fire Department**, an incorporated volunteer fire department as described under Texas Local Government Code, §352.001(c) (hereinafter referred to as the "Department"), have entered into the following:

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of **\$30,000.00** in two separate (2) payments. The first payment being made when the County has received a signed agreement accompanied by a detailed accounting of the prior year's expenditures of the County allotment. The second payment will be disbursed on or before September 30, 2009. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company or emergency service district, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 2009.
3. It is understood by the Department that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services.

Executed on this the ____ day of _____, 2009.

Thrall V.F.D.

By: 

Printed Name: RYAN CARROLL

Title: ASSISTANT CHIEF

Williamson County, Texas

By: _____

Dan A. Gattis,
Williamson County Judge

Thrall VFD Audit for May 2008 - April 2009

Engine 61 truck loan payment.....	\$15,083.50
Brush 63 truck loan payment.....	\$6,216.73
Training.....	\$614.10
Fuel.....	\$1827.10
Insurance.....	\$5544.00
Truck Maintenance.....	\$474.00
Williamson County Radio Program.....	\$1260.00
Texas Forestry Service (foam).....	\$210.00
<hr/>	
Total.....	\$31,229.43

Respectfully Submitted,


Ryan Carroll
Assistant Chief, Thrall V.F.D.

A Proclamation Honoring Central Texas Regional Mobility Authority Chairman Robert F. Tesch

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Peggy Vasquez, County Judge

Submitted For: Peggy Vasquez

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding A Proclamation Honoring Central Texas Regional Mobility Authority Chairman Robert E. Tesch.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Proclamation Honoring CTRMA Chairman Robert F. Tesch](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 05/21/2009 12:25 PM

Final Approval Date: 05/21/2009

***A Proclamation Honoring
Central Texas Regional Mobility Authority Chairman
Robert E. Tesch***

Whereas, the Williamson County Commissioner's Court, recognizing the importance of a regional approach to transportation solutions first appointed Robert E. Tesch as a founding board member of the Central Texas Regional Mobility Authority, and

Whereas, Chairman Tesch was soon thereafter appointed by Governor Rick Perry to serve as the first Chairman of the Mobility Authority, and

Whereas, Chairman Tesch through much personal sacrifice dedicated himself to creating a financially sound transportation agency committed to solving the mobility crisis that plagues our entire region, and

Whereas, Chairman Tesch fulfilled his promise that Mobility Authority would complete the 183A project in just two years, on time and on budget, and

Whereas, the 183A project has brought increased mobility, economic development, and prosperity to the citizens of Williamson County, and

Whereas, Chairman Tesch has been a dedicated servant to the people of Williamson County and a superb ambassador for the Mobility Authority, and

Whereas, Chairman Tesch has served his County and region with the utmost integrity and established a legacy that will long outlive his term as Chairman,

Now Therefore, we, the Commissioner's Court of Williamson County honor Chairman Robert E. Tesch for his commitment to improving mobility and quality of life in Williamson County and throughout Central Texas.

On this the 26th day of May, 2009

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

Supplemental Agreement for SH 195 Section 1 (previously 1B)
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the County Judge to execute a Supplemental Agreement to Contribute Funds with TXDOT for SH 195 Section 1 (previously Phase 1B) and take other appropriate action.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [SH 195 Supplemental Agreement for Section 1B](#)

Form Routing/Status

Form Started By: Charlie Crossfield
Started On: 05/21/2009 10:23 AM
Final Approval Date: 05/21/2009

**SUPPLEMENTAL
AGREEMENT TO CONTRIBUTE FUNDS**

THE STATE OF TEXAS	§	County:	Williamson
	§	Construction CSJ:	0440-01-035
COUNTY OF TRAVIS	§	ROW CSJ:	0440-01-037
		ROW Account No.:	
		Highway	SH 195 – Section I

This supplemental agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Williamson County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the ____ day of _____, 200__, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** have previously entered into an Agreement to Contribute Funds (hereafter referred to as "Original Agreement") effective June 26, 2006 with regard to acquisition of right of way and adjustment of utilities on the following indicated highway project limits:

From: SH 138

To: 3.4 Miles South of SH 138

;and

WHEREAS, it is mutually desired by the **Local Government** and the **State** to modify said Original Agreement and in order to implement certain changes;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the Original Agreement is hereby modified as follows:

As of the effective date of this supplemental agreement,

The **Local Government** shall assume acquisition of all required right of way and responsibility for the adjustment of utilities in accordance with the Contractual Agreement for Right of Way Procurement attached to this Supplemental Agreement as Exhibit A. The **Local Government's** ten percent (10%) incremental contribution in the amount of \$250,000.00 for the cost of acquisition of all required right of way and of the relocation, removal or adjustment of eligible utilities will be refunded upon execution of this supplemental agreement and completion of a financial audit of the project. The \$500,000.00 remaining incremental payment will not be paid.

Except as specifically modified hereby, the provisions of the Original Agreement shall continue in full force and effect.

LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

By: _____

District Engineer

THE STATE OF TEXAS

THE STATE OF TEXAS

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

By: _____

John P. Campbell, P.E.

Director, Right of Way Division

Date: _____

EXHIBIT A

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Williamson

Federal Project No: STP 2006(836)

ROW CSJ No: 0440-01-037

District: Austin

Highway: S.H. 195 Section I

(Previously Phase I B)

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Williamson County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the day of , , hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. SH 195 Section I (Previously Phase I B) from SH 138 to 3.4 Mi South of SH 138, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed

necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the State. The

Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, with the exception of recording fees, will be eligible for ninety percent (90%) **State** reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for ninety percent (90%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State**.

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State**. The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government**.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety percent (90%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety percent (90%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the **State**. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government**.

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed ninety percent (90%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of ninety percent (90%) of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of ninety percent (90%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

SH 195 Supplemental Agreement for Section 4 (Previously Phase II)
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the County Judge to execute a Second Supplemental Agreement to Contribute Funds with TXDOT for SH 195 Section 4 (previously Phase 1I) and take other appropriate action.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [SH 195 Supplemental Agreement Sec. 4](#)

Form Routing/Status

Form Started By: Charlie Crossfield
Started On: 05/21/2009 10:28 AM
Final Approval Date: 05/21/2009

**SECOND SUPPLEMENTAL
AGREEMENT TO CONTRIBUTE FUNDS**

THE STATE OF TEXAS	§	County:	Williamson
	§	Construction CSJ:	0440-02-010
COUNTY OF TRAVIS	§	ROW CSJ:	0440-02-012
		ROW Account No.:	
		Highway	SH 195 – Section 4

This second supplemental agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Williamson County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the ____ day of _____, 200__, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** have previously entered into an Agreement to Contribute Funds (hereafter referred to as "Original Agreement") effective June 26, 2006 and a Supplemental Agreement to Contribute Funds effective November 13, 2007 (hereafter referred to as "Supplemental Agreement") with regard to acquisition of right of way and adjustment of utilities on the following indicated highway project limits:

From: 8.105 Miles South of SH 138

To: IH 35

;and

WHEREAS, it is mutually desired by the **Local Government** and the **State** to modify said Supplemental Agreement and in order to implement certain changes;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the Supplemental Agreement is hereby modified as follows:

As of the effective date of this second supplemental agreement,

The **Local Government** shall continue acquisition of all required right of way and shall assume responsibility for the adjustment of utilities in accordance with the Contractual Agreement for Right of Way Procurement attached to this Second Supplemental Agreement as Exhibit A. The **Local Government's** ten percent (10%) contribution in the amount of \$250,000 for the cost of the relocation, removal or adjustment of eligible utilities will be refunded upon execution of this second supplemental agreement.

Except as specifically modified hereby, the provisions of the Original Agreement and Supplemental Agreement shall continue in full force and effect.

LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

By: _____

District Engineer

THE STATE OF TEXAS

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

By: _____

John P. Campbell, P.E.

Director, Right of Way Division

Date: _____

EXHIBIT A

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Williamson

Federal Project No: STP 2006(835)

ROW CSJ No: 0440-02-012

District: Austin

Highway: S.H. 195 Section 4

(Previously Phase II)

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Williamson County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the day of , , hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. SH 195 Section 4 (Previously Phase II) from 8.105 Mi South of SH 138 to IH 35, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed

necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously

furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, with the exception of recording fees, will be eligible for ninety percent (90%) **State** reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for ninety percent (90%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State**.

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State**. The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government**.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will

be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety percent (90%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety percent (90%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the **State**. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government**.

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed ninety percent (90%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of ninety percent (90%) of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of ninety percent (90%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

SH 195 Supplemental Agreement for Section 1 (Previously 1A)
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the County Judge to execute a Supplemental Agreement to Contribute Funds with TXDOT for SH 195 Section 1 (previously Phase 1A) and take other appropriate action.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [TXDOT Supplemental Section 1A](#)

Form Routing/Status

Form Started By: Charlie Crossfield
Started On: 05/21/2009 10:10 AM
Final Approval Date: 05/21/2009

**SUPPLEMENTAL
AGREEMENT TO CONTRIBUTE FUNDS**

THE STATE OF TEXAS	§	County:	Williamson
	§	Construction CSJ:	0836-01-009
COUNTY OF TRAVIS	§	ROW CSJ:	0836-01-013
		ROW Account No.:	
		Highway	SH 195 – Section 1 (Old Phase I A)

This supplemental agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Williamson County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the ____ day of _____, 200__, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** have previously entered into an Agreement to Contribute Funds (hereafter referred to as "Original Agreement") effective June 26, 2006 with regard to acquisition of right of way and adjustment of utilities on the following indicated highway project limits:

From: 0.805 Miles South of Bell County Line

To: SH 138

;and

WHEREAS, it is mutually desired by the **Local Government** and the **State** to modify said Original Agreement and in order to implement certain changes;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the Original Agreement is hereby modified as follows:

As of the effective date of this supplemental agreement,

The **Local Government** shall assume acquisition of all required right of way and responsibility for the adjustment of utilities in accordance with the Contractual Agreement for Right of Way Procurement attached to this Supplemental Agreement as Exhibit A. The **Local Government's** ten percent (10%) incremental contribution in the amount of \$250,000.00 for the cost of acquisition of all required right of way and of the relocation, removal or adjustment of eligible utilities will be refunded upon execution of this supplemental agreement and completion of a financial audit of the project. The \$240,000.00 remaining incremental payment will not be paid.

Except as specifically modified hereby, the provisions of the Original Agreement shall continue in full force and effect.

LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

By: _____

District Engineer

THE STATE OF TEXAS

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

By: _____

John P. Campbell, P.E.

Director, Right of Way Division

Date: _____

EXHIBIT A

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Williamson

Federal Project No: STP 2006(834)

ROW CSJ No: 0836-01-013

District: Austin

Highway: SH 195 Section I

(Previously Phase I A)

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Williamson County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. SH 195 Section I (Previously I A) from 0.805 Mi S of Bell County Line to SH 138, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed

necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously

furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, with the exception of recording fees, will be eligible for ninety percent (90%) **State** reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for ninety percent (90%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State**.

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State**. The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government**.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable,

may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety percent (90%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety percent (90%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the **State**. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government**.

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed ninety percent (90%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of ninety percent (90%) of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of ninety percent (90%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

Cobb Fendley Supplemental #7 to 2001 Utility Management PSA
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Cobb, Fendley & Associates, Inc. Supplemental #7 to their 2001 Utility Management Professional Service Agreement (PSA) to allow for the execution of Supplemental #3 to Work Authorization #15 for Williams Drive/RM 2338 (FM 3405 to DB Woods) utility coordination.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Cobb Fendley Supp.7 to 2001 Utility Management PSA](#)

Link: [Cobb Fendley Supp.3 to WA15 Williams Dr.-RM2338](#)

Form Routing/Status

Form Started By: Marie Walters
Started On: 05/20/2009 03:27 PM
Final Approval Date: 05/21/2009

Project Name: 2001 Road Bond Program Utility Management

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 7
TO THE PROFESSIONAL SERVICES AGREEMENT

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

ENGINEER:

By: W.M. Springfield
Signature

W.M. Springfield
Printed Name

Associate
Title

5-18-2009
Date

COUNTY:

By: _____
Signature

Dan. A. Gattis
Printed Name

County Judge
Title

Date

OK
my
5/21/09



Project Name: Williams Dr./RM 2338 (FM3405 to DB Woods)

**ATTACHMENT A
SUPPLEMENTAL NO. 3 TO
WORK AUTHORIZATION NO. 15**

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 Cobb, Fendley & Associates, Inc. (*the "Engineer"*).

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

Utility Coordination

- Utility Research
- Mapping
- Meetings
- Coordination
- Planning & Design

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$36,525.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/31/2009, unless extended by a Supplemental Work Authorization.

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

*(**) All work will be invoiced at the rate included on the previously approved "Exhibit D". Expected work categories are: Project Manager, Utility Specialist, Senior Engineer, CADD Operator, Telecommunication Specialist, Clerical and Reimbursable Expenses.*

ATTACHMENT A (continued)

Engineer:

Cobb, Fendley & Associates, Inc.

County:

Williamson County, Texas

BY: WM Springfield
Signature

W.M. Springfield
Printed Name

Associate
Title

5-18-2009
Date

BY: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

Date

OK
my 6/20/09

LIST OF EXHIBITS

Exhibit A – Services to be provided by County

Exhibit B – Services to be provided by Engineer

Exhibit C – Work Schedule

Exhibit D – Fee Schedule

Discuss and take action on the ILA between Georgetown and Williamson County for CR104 Phase 2

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on the ILA between Georgetown and Williamson County for CR104 Phase 2

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [ILA CR104 Phase 2](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 05/20/2009 10:46 AM

Final Approval Date: 05/21/2009

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS AND THE
CITY OF GEORGETOWN, TEXAS
FOR THE CONSTRUCTION AND MAINTENANCE OF A PUBLIC ROADWAY**

THIS INTERLOCAL AGREEMENT is made and entered by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County") and the CITY OF GEORGETOWN, a Texas home-rule municipal corporation (the "City"), for purposes of designing, engineering, reconstructing and maintaining **County Road 104** from 0.5 miles south of State Highway 29 to State Highway 130.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is planning the design and reconstruction of a roadway from 0.5 miles south of State Highway 29 to State Highway 130 in the approximate location shown in the attached and incorporated Exhibit "A" ("County Road 104 Phase II");

WHEREAS, the County Road 104 Phase II project generally consist of an approximately 2000-foot long section with curb and gutter and a remaining approximately 3800-foot long section with shoulders conforming with the roadway typical sections as shown on the attached Exhibit "B", and containing two bridges conforming with bridge typical sections as shown in the attached Exhibit "C";

WHEREAS, the County and the City recognize the need to improve the safety of the existing roadway and existing bridges; and

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

I. OBLIGATIONS AND AGREEMENTS OF COUNTY

- A. The County hereby agrees to perform all necessary and appropriate engineering, design and construction of the project referred to herein as County Road 104 Phase II, which shall also include the acquisition and related costs of a minimum 80-foot-wide strip of right-of-way. County Road 104 Phase II shall be constructed in accordance with both the design plans developed for the project and the County's Subdivision Regulations, as amended (hereinafter the "County's Regulations").
- B. The County shall be responsible for management of the County Road 104 Phase II project, including oversight of the actual construction of County Road 104 Phase II. In the event County hires contractors to perform any of the necessary construction services, County shall be responsible for management of any of its construction contractors, payment to its contractors and assuring that the contractor complies with all requirements relating to the construction of County Road 104 Phase II, including the obtaining of any necessary permits, other than City permits, for the project.

- C. Unless otherwise specified by the County, the County's Engineer or his designee shall act as the County's single point of contact (hereinafter "County's SPOC"), with the City. The County's SPOC shall be knowledgeable in the planning, content, subject matter and construction of County Road 104 Phase II. The County's SPOC shall possess decision making ability and authority; provided, however, such decision making ability and authority shall be subject to any limitations in which the Williamson County Commissioners Court wishes to assert.
- D. The County will inspect construction of the County Road 104 Phase II project at reasonable times and intervals and the City's staff may accompany the County's staff during such inspections. The County will provide the City's SPOC with seventy two (72) hours telephone notice of preconstruction conferences, periodic inspections and regular meetings regarding the construction of County Road 104 Phase II. The County will also provide the City with seventy two (72) hours telephone notice of the final inspection. The City may elect to have its employees or staff inspect or observe construction of the Project from time to time. The City's representatives shall have a reasonable right to access and is encouraged to inspect the Project as construction progresses, and the County shall not interfere with such access or inspection by the City or its designated representative(s).
- E. Upon completion of construction in accordance with the project's design plans and the County's Regulations, the County Road 104 Phase II project will be deemed to have complied with applicable City development regulations and the final construction summary and a set of record drawings shall be provided to the City.
- F. After a period of twelve (12) months from the Date of Completion, the County and the City shall jointly inspect County Road 104 Phase II and the County shall, within four (4) weeks of the joint inspection, correct or cause to be corrected any deficiencies that are found in the construction of County Road 104 Phase II. For purposes of this Agreement, the "Date of Completion" of County Road 104 Phase II shall be the date that the County verifies, in writing, that County Road 104 Phase II has been completed in accordance with the design plans and County's Regulations.
- G. The County shall obtain all warranties, guarantees and bonds with the City of Georgetown, Texas, named as co-beneficiary, and will assist the City in enforcing such guaranties, warranties and bonds to the extent practicable.

II. OBLIGATIONS AND AGREEMENTS OF CITY

- A. Unless otherwise specified by the City, the City's Systems Engineering Director or his/her designee shall act as the City's single point of contact (hereinafter "City's SPOC"), with the County. The City's SPOC shall be knowledgeable in the planning, content, subject matter and construction of County Road 104 Phase II and he/she shall possess decision making ability and authority; provided, however, such decision making ability and authority shall be subject to any limitations in which the City Council of Georgetown, Texas, wishes to assert.
- B. The City hereby agrees to work with the County and cooperate to facilitate the design and construction of County Road 104 Phase II. The City further agrees that during the period prior to the Date of Completion, the City will refer any inquiries from the public regarding County Road 104 Phase II to the County.
- C. The City's obligation to provide permanent maintenance of County Road 104 Phase II shall survive any termination of this Agreement.

- D. If, within twelve (12) months following the Date of Completion, the City identifies any major deficiencies in the construction of County Road 104 Phase II, the City shall notify the County of such deficiencies. County shall correct or cause to be corrected any deficiencies during the said (12) twelve month period.
- E. The City agrees that all City permits and/or associated fees, if any, shall be waived for the construction of County Road 104 Phase II.
- F. The bid tabulation and related information for the construction of the project shall be submitted to the City for its review and consideration. The County shall consider the advice and recommendations of the City, but the decision as to the acceptance of any bid shall be within the sole discretion of the County, provided that, the county shall not accept any bid of a contractor, or allow the contractor to use a subcontractor, that is not on the current TxDOT Bid List.
- G. The County shall furnish the bid tabulation and recommendation of award to the City not less than 10 days prior to awarding a contract for construction of the project. The County shall also specify the date on which the County shall determine the award of the construction contract.

III. TERM AND TERMINATION

- A. This Agreement shall be effective from and after the date of the last party to sign ("Effective Date"), shall automatically renew for successive one-year periods, and shall expire one year after the Date of Completion, unless previously terminated pursuant to Section III. B.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the non-defaulting party shall deliver written notice of such default to the defaulting party. Such notice shall specify the nature of the default and inform the defaulting party that unless the default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the default, the defaulting party shall be deemed to be in default and the non-defaulting party may, in addition to seeking any other remedies available at law or in equity, terminate this Agreement.

IV. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision or regulation of this Agreement.
- B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Williamson County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Williamson County, Texas.

- C. Alteration, Amendment or Modification. This Agreement may not be altered, amended or modified except in writing, approved by the County Judge of Williamson County and either the City Manager or Mayor of the City of Georgetown.
- D. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The addresses of the County and the City for all purposes shall be:

To County:

County of Williamson
c/o Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

To City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627-0409

with a copy to:

Honorable Jana Duty (or successor)
Williamson County Attorney
405 M.L.K. Street, Box #7
Georgetown, Texas 78626

- E. Independent Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- F. 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 the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- G. Compliance with Laws. The parties hereto shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- H. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- I. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be

construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

- J. Incorporation of Exhibits and Attachments. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- K. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- L. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties hereto understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officer, employees or other agents to induce execution of this Agreement.

WHEREFORE, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

COUNTY

By: _____
Dan A. Gattis, County Judge

Date: _____

ATTEST:

Printed _____
Name: _____
Title: _____

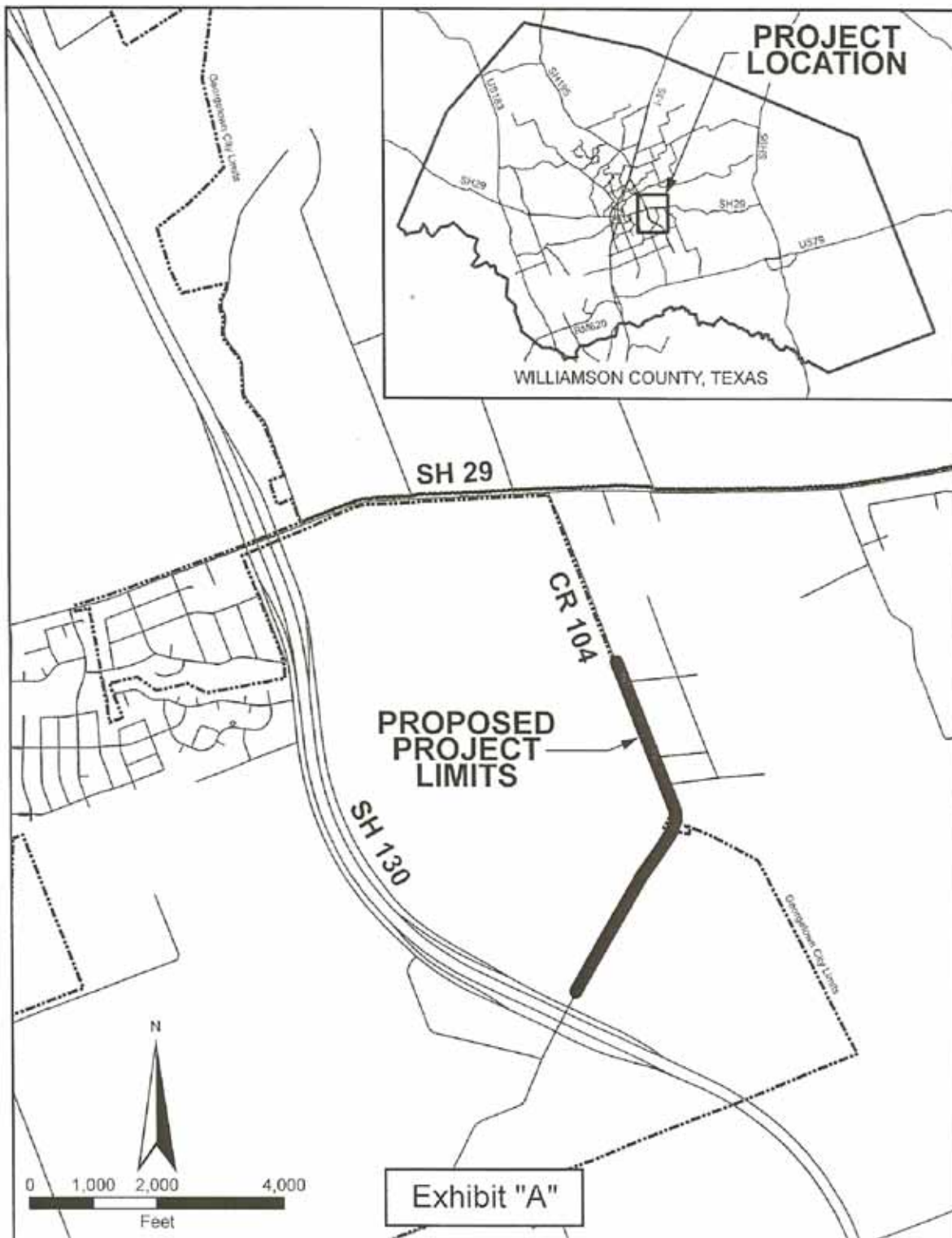
CITY

By: George G. Garver
George G. Garver, Mayor

Date: 5/19/09

ATTEST:

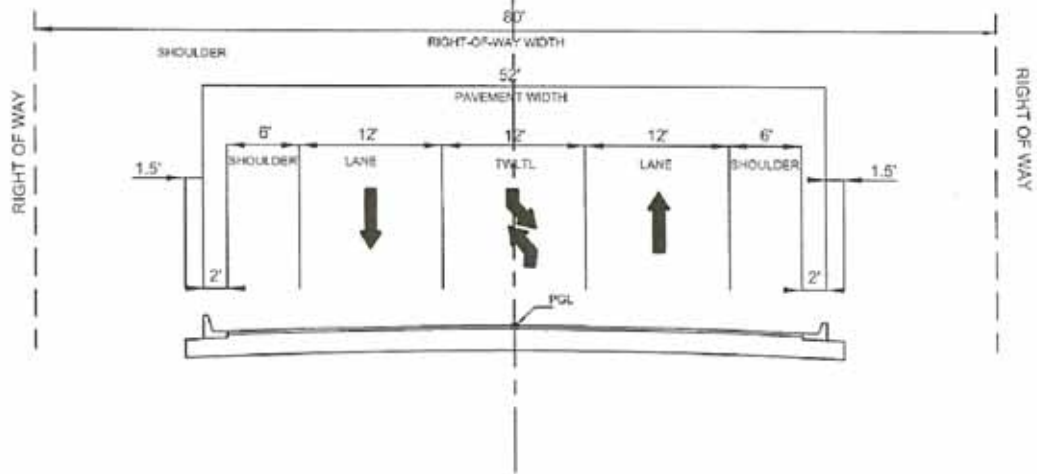
Printed Jessica Hamilton
Name: _____
Title: City Secretary



CR 104 PHASE II PROJECT LOCATION MAP

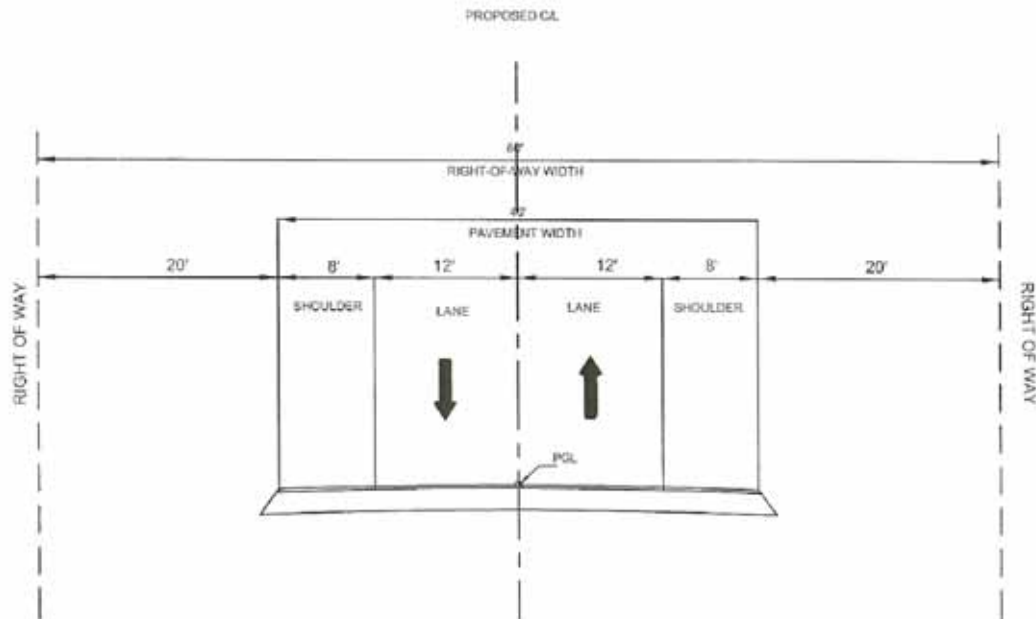
FROM 0.50 MILES SOUTH OF SH 29 TO SH 130

EXHIBIT B



CR 104 PROPOSED TYPICAL SECTION (CURBED)

STA. 29+00.00 TO STA. 49+55.00

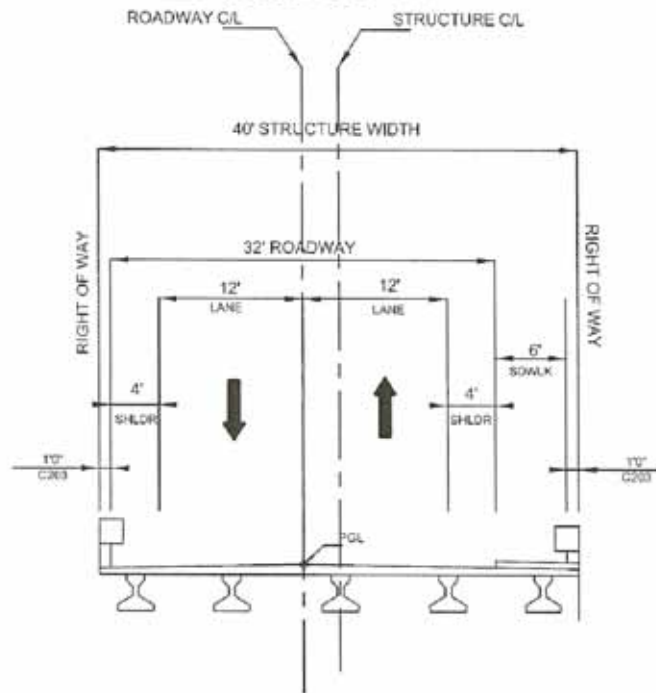


CR 104 PROPOSED TYPICAL SECTION (UNCURBED)

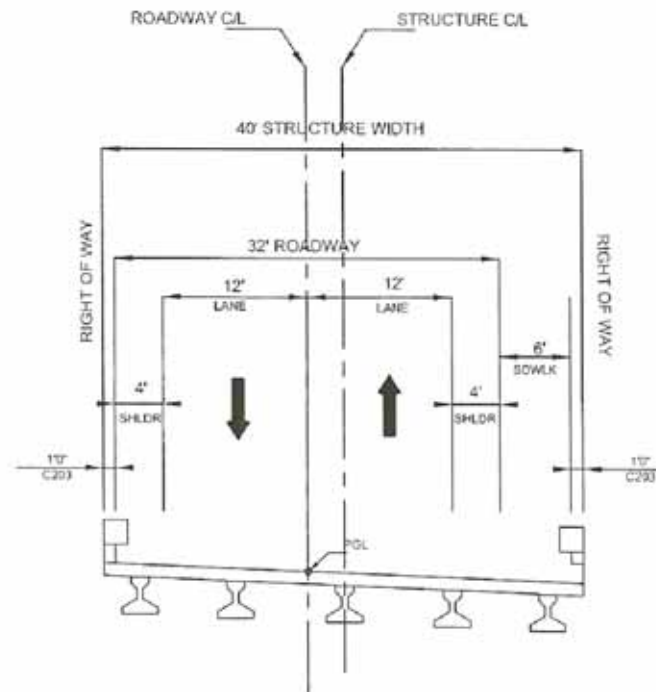
STA. 49+55.00 TO STA. 55+00.38
 STA. 58+10.29 TO STA. 71+35.30
 STA. 72+00.00 TO STA. 87+50.00

NTS

EXHIBIT C



CR 104 PROPOSED BRIDGE SECTION
STA. 71+39.30 TO STA 72+09.03



CR 104 PROPOSED BRIDGE SECTION
STA. 55+69.38 TO STA 56+10.25

NTS

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line i

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line improvements for US 183 Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CTSUD Hwy 183](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 05/20/2009 04:21 PM

Final Approval Date: 05/21/2009

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(US 183 PROJECT)**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“**Agreement**”) is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the “**District**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the District and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, the County and the Texas Department of Transportation (“**TxDOT**”) have entered into an agreement regarding the construction of improvements to US 183 from the San Gabriel River to SH 29 (the “**Project**”); and

WHEREAS, in said agreement, the County has assumed the responsibility to improve the roadway, acquire right-of-way and relocate utilities for the Project; and

WHEREAS, some of the proposed US 183 roadway improvements include the widening of the right-of-way into easements in which the District’s water system improvements are located; and

WHEREAS, the Project requires adjusting, removing, and relocating certain District waterline improvements that are in conflict with the Project improvements, and the County has agreed to relocate such facilities into new easements to be located outside the new right-of-way, all at the County’s sole cost and expense;

WHEREAS, due to funding limitations, the County has requested that a portion of the District’s waterline improvements and easements remain in place and within the newly-acquired public right-of-way, until such time as future highway improvements or highway operations necessitate relocation of these waterline improvements; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the District’s water system improvements in certain segments of the Project into substitute easements in connection with the County’s construction of the US 183 roadway improvements, and pursuant to which the District’s remaining waterline improvements and easements in the Project area will remain in place and within the newly-acquired right-of-way until such time as future highway improvements or other conflicts with the highway right-of-way necessitate relocation of the improvements .

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “Abandoned Waterline Improvements” means the existing water transmission line improvements owned and operated by the District within the Released Easements, which facilities that will be abandoned in place in accordance with the terms and conditions of this Agreement.

1.02 “Agreement” means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.03 “Bid Documents” means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.04 “County” means Williamson County, Texas.

1.05 “District Waterline Costs” means all costs and expenses incurred by the District relating to or arising out of the Project.. By way of example and without limitation, the District Waterline Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) all costs and expenses incurred by the District under the Engineering Services Agreement; (iii) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; (iv) all costs and expenses incurred by the District relating to securing the Replacement Easements, including costs of surveying, appraisal, easement preparation, purchase price, and condemnation costs (including the condemnation award); and (v) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on **Exhibit “C”** without the County’s prior written consent.

1.06 “Effective Date” means the last date of execution of this Agreement by the Parties; provided all of the Parties must execute this Agreement for it to be effective.

1.07 “East West Easements” means the new easements to be granted by the County to the District, the form of which is attached hereto as **Exhibit “E”**, and to be located in those areas more particularly identified in **Exhibit “I”** attached hereto.

1.08 “Engineering Services Agreement” means that certain contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc. dated _____. In the event of termination of such contracts for any reason, the phrase Engineering Services Agreement shall refer to any subsequent engineering

services contract entered into by the District relating to the Waterline Improvements that contains rates that do not exceed those in the Engineering Services Agreement.

1.09 “Project” means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.10 “Project Area” means the area in which the Project will be undertaken, said Project Area being more particularly identified in **Exhibit “A”** attached hereto.

1.11 “Released Easements” means the easements held by the District within the Project Area to be released by the District under this Agreement, as more particularly identified in **Exhibit “F”** attached hereto.

1.12 “Remaining Waterline Improvements” means the existing water transmission line improvements and related facilities, equipment, and appurtenances owned and operated by the District within the Retained Easements, together with future additions and improvements constructed within the Remaining Easements, that will not be abandoned and will remain in place, such improvements consisting of all waterline improvements in the Project Area save and except the Abandoned Waterline Improvements.

1.13 “Retained Easements” means all easements held by the District within the Project Area to remain within the new highway right-of-way area to be secured by the County, and which will not be released by the District, as such easements are more particularly identified on **Exhibit “H”** attached hereto.

1.14 “Replacement Easements” means the twenty (20’) feet wide easements to be acquired by the District at the County’s sole cost and expense on the preliminary tracts more particularly identified on **Exhibit “G”** attached hereto. If, during the course of the design, construction, or operational phases for the Project, it becomes apparent that the design, construction or operation of the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of the Waterline Improvements, then the District shall secure additional Replacement Easements at the County’s cost and expense in accordance with applicable terms and provisions of this Agreement, and the affected Waterline Improvements will be installed therein.

1.15 “Roadway Improvements” means the acquisition of additional right-of-way and construction of the improvements to US 183 to be undertaken by the County within the Project Area.

1.16 “Waterline Design Work” means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; the evaluation and preparation of all proposed Replacement Easements and East-West Easements; surveying undertaken in connection therewith; participation in meetings relating to the Project, and all other employee, administrative, engineering and consultant services performed relating to the District’s interests in the Project.

1.17 “Waterline Improvements” means the design and construction of those certain water transmission line improvements more particularly described on **Exhibit “B”** attached hereto to be constructed by and at the sole cost and expense of the County within the Replacement Easements, together with related facilities, equipment and appurtenances to replace the Abandoned Waterline Improvements in the Project Area.

1.18 “Party” or “Parties” means the District and/or the County, individually or collectively, as applicable.

1.19 “Project Contractor” means the contractor(s) that enter into a contract with the County for construction of the Project.

II. STATEMENT OF INTENT; CONDITION PRECEDENT; AND PRELIMINARY SURVEYING COSTS

2.01 General. The purpose of this Agreement is to provide for the District to abandon the Abandoned Waterline Improvements and Released Easements within the Project Area; to provide for the acquisition of the Replacement Easements by the District at the County’s sole cost and expense; to provide for the conveyance of the East-West Easements by the County to the District; to provide for the Remaining Waterline Improvements and Retained Easements to remain in place; and to provide for the construction of new Waterline Improvements by the County within the Replacement Easements and within the East-West Easements at the County’s sole cost and expense, all so that the County may proceed with the Roadway Improvements together therewith as promptly as practicable.

III. PROJECT COMMITTEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

- (i) The design of the Waterline Improvements;

- (ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;
- (iii) The review of the bid tabulation and qualification of prospective contractors for the Waterline Improvements;
- (iv) The periodic review of the status of construction of the Waterline Improvements;
- (v) The review and approval of change orders relating to the construction of the Waterline Improvements;
- (vi) The review and approval of invoices for payment related to the Waterline Improvements;
- (vii) The confirmation of final completion of construction of the Waterline Improvements; and
- (viii) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV. DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County in accordance with the terms of this Agreement.

(b) The County shall pay all other engineering and design costs relating to the Project other than those paid by the District under Subsection 4.03(a) above.

4.04 Reimbursement of District Waterline Costs. Upon the District's approval of each invoice for the Waterline Design Work under the Engineering Services Agreement, the

District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, each invoice shall identify additional District Waterline Costs incurred by the District relating to the Project. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the “**Due Date**”). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V. EASEMENT MATTERS

5.01 Replacement Easements.

(a) The District agrees to secure all Replacement Easements in accordance with the terms of this Agreement. Without limitation, the District shall obtain and/or prepare all required surveys, property descriptions, and appraisals associated with the preparation of the Replacement Easements, and shall provide payment of all legal fees, costs of acquisition (whether by purchase or condemnation) associated with the acquisition of the Replacement Easements. The form of the Replacement Easements shall be determined by the District. The preliminary location of the Replacement Easements is set forth on **Exhibit G** attached hereto, but shall be required for all locations where the District’s water system improvements are relocated as a result of the Roadway Improvements or Project.

(b) The District agrees to retain the firm of Sheets & Crossfield for purposes of managing the acquisition of the Replacement Easements, and providing all legal services related thereto. The District further agrees to cause Sheets & Crossfield, and other consultants that may provide services relating to the acquisition of the Replacement Easements (such as surveyors and appraisers), to send their bills directly to the County for payment. The County shall pay all such invoices, and other costs and expenses incurred by the District, if any, in connection with acquisition of the Replacement Easements, in the same time and manner as other District Waterline Costs (i.e., within 30 days after receipt of a written invoice).

(c) In the event of termination of the District’s contract with Sheets & Crossfield for any reason, then the County shall reimburse all costs and expenses incurred by the District related to the acquisition of Replacement Easements in the same manner, and according to the same procedures, as other District Waterline Costs.

(d) At such time as the District receives all Replacement Easements and the Waterline Improvements have been completed by the County, are operational, and accepted by

the District, the District agrees to release all Released Easements. It is specifically agreed, however, that the District shall not release the Retained Easements or any other easements that relate to facilities that are not being abandoned under this Agreement, and all such easements shall remain in full force and effect. The District agrees to execute and record in the Official Records of Williamson County a form of instrument releasing the Released Easements in accordance with the terms and conditions of this Agreement

5.02 East-West Easements. The County represents and warrants that it shall acquire fee simple title to the lands that will constitute highway right-of-way for the Project. Upon acquisition of such lands, but prior to conveyance of any such lands or interest therein to the State of Texas, the Texas Department of Transportation (“TxDOT”), or to any other person or entity, the County agrees to convey the East-West Easements to the District. The form and location of the East-West Easements are set forth on **Exhibit “E”** and **Exhibit “P”** to this Agreement, respectively. Upon subsequent conveyance of lands to the State of Texas, the TxDOT, or any other person or entity, the County agrees that such conveyance shall be made expressly subject to the District’s rights and interests to the East-West Easements.

5.03 Retained Easements.

(a) Any waterline improvements located outside the limits of conflict identified by engineering station in **Exhibit “B”** will not be relocated by the County, and any easement interests held by the District outside such area will not be released, unless relocation is necessitated as a result of design, construction, or operation of the Roadway Improvements, in which event the then existing facilities in such conflict areas will be relocated into additional Replacement Easements to be secured by the District at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements, and according to the same terms as set forth in this Agreement.

(b) The County specifically acknowledges and agrees that the District is not releasing, relinquishing, waiving or abandoning any of its rights or interests under the Retained Easements in whole or in part, and all such rights and interests shall remain in full force and effect after the acquisition of right-of-way lands by the County and conveyance thereto to the State of Texas and/or TxDOT (or any other person or entity).

(c) The County further acknowledges and agrees that the District acquired its rights under, and interests to, the Retained Easements prior to the date on which the public right-of-way for the Project is being expanded to include the real property encumbered by the Retained Easements, and specifically acknowledge and agree that the lands within the Retained Easements did not constitute public right-of-way at the time the District secured the Retained Easements.

(d) The County acknowledges and agrees that the District shall have the right to construct additional infrastructure improvements within, and to otherwise exercise all rights under, the Retained Easements, and that any additional infrastructure constructed within the Easements shall be considered Remaining Waterline Improvements for purposes of this Agreement.

(e) This Agreement is contingent upon TxDOT and all other entities with relevant jurisdiction over the highway right-of-way authorizing the Remaining Waterline Improvements and the Retained Easements to remain in place within the new right-of-way. In the event TxDOT or any such entity does not authorize the Remaining Waterline Improvements and the Retained Easements to remain in place, and does not agree to pay all costs and expenses incurred by the District associated with acquiring new easements and relocating the facilities into such new easements, then the County agrees to pay all such costs and expenses in accordance with the same terms and conditions set forth herein with respect to the Replacement Easements and the Waterline Improvements.

(f) The District is not releasing its rights to future relocation of the Remaining Waterline Improvements within the Retained Easements (and any additional facilities constructed therein) at the sole cost and expense of the entity requiring future relocation, and the District expressly reserves such right.

5.04 Shared Easements. The District agrees to cooperate with the Pedernales Electric Cooperative (the “PEC”) to allow for the installation of PEC overhead lines within the Replacement Easements, provided that the District and the PEC enter into a mutually acceptable joint use agreement.

VI. CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Waterline Improvements.

6.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District’s existing waterline improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(iii) The District shall be named as an additional insured on the contractor’s insurance policies;

(iv) The District shall be named as additional beneficiary under the contractor’s performance and payment bonds with respect to the Waterline Improvements; and

(v) The District shall be named as a third party beneficiary under the contract for construction of the Project, as it relates to the Waterline Improvements only.

(b) The County agrees that it shall not amend any aspect of the Bid Documents as it relates to the Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

(c) The County shall furnish the bid tabulation and recommended award to the District not less than 10 days prior to awarding a contract for construction of the Project. The County shall also specify the date on which the County shall determine the award of the contract.

6.04 Construction of Waterline Improvements.

(a) **General.** The County shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements, and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs and expenses associated with the construction of the Project.

(b) **Waterline Improvements.** The County agrees, at its sole cost and expense, to replace the Abandoned Waterline Improvements within the "Limits of Conflict" engineering stations shown on **Exhibit "B"** attached hereto and incorporated herein. The Abandoned Waterline Improvements will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the location more particularly described in **Exhibit "B"**, which waterline improvements shall be relocated into Replacement Easements abutting the limits of conflict. Any existing waterlines outside the limits of conflict identified of **Exhibit "B"** will not be relocated unless relocation is necessitated as a result of design, construction, or operation of the Roadway Improvements, in which event the then existing facilities in such conflict areas will be

relocated into new Replacement Easements at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements.

(c) As part of the Waterline Improvements, the County agrees, at its sole cost and expense, to install sleeves at those intervals more particularly described in **Exhibit “B”**, but at 90° angles from the Remaining Waterline Improvements under the newly-constructed roadway to facilitate future connections to the Remaining Waterline Improvements. Each of the sleeves shall be located within East-West Easements dedicated by the County to the District at no cost or expense.

(d) The County further agrees that it will not disturb the existing District waterline improvements under the San Gabriel River by the construction of the Project.

(e) **Inspection.**

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The County will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District may elect to have its employees or staff inspect or observe construction of the Waterline Improvements from time to time, and the value thereof shall be reimbursed by the County as District Waterline Costs.

(ii) The District’s representatives shall have a reasonable right to access and inspect the Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(f) **Change Orders.**

(i) During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The District will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District fails to either approve the submittal or provide written comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the Waterline Improvements) will be made in the County’s sole discretion.

(g) **Insurance.** The County shall require that all workers involved with the installation and construction of the Project are covered by workers’ compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of

bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least \$1,000,000 and a general aggregate limit of at least \$5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Water Line Costs. All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the Project, including the costs of Waterline Improvements, and 100 percent of all other District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on Exhibit “C” attached hereto).

6.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents, and that such facilities are properly located within Replacement Easements.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final “record” drawings of the completed Waterline Improvements in an electronic format requested by the District.

6.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of acceptance of the Waterline Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

6.08 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any service lines to be replaced or relocated, the County will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County’s sole cost and expense, regardless of whether such service lines are identified in **Exhibit “B”** to this Agreement. All

service lines that are owned by the District (i.e., are located on the District's side of the water meter) and that must be replaced or relocated shall be located within Replacement Easements to be secured by the District at the County's sole cost and expense, regardless of whether such Replacement Easements are identified in **Exhibit "G"** attached hereto.

VII. CONVEYANCE MATTERS

7.01 Conveyance. Within thirty (30) days after receipt of the engineer's concurrence letter pursuant to Section 6.06(b) above, the County will convey the Waterline Improvements to the District by Bill of Sale and Assignment in the form attached hereto as **Exhibit "D"**.

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Waterline Improvements. If any part, whether substantial or minor, of the Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold a 100% undivided ownership interest in the Waterline Improvements. The County shall own a 100% undivided ownership interest in the Roadway Improvements.

7.04 Conveyance of Right-of-Way. It is the intent of the Parties that the provisions of this Agreement relating to the District's rights under the Retained Easements and East-West Easements, including the right to future relocation of the Remaining Waterline Improvements, shall run with the land encumbered by the easements, and survive any subsequent conveyance of right-of-way that includes the Retained Easements (or East-West Easements) by the County to TxDOT or any other person or entity. Accordingly, the County agrees to execute a Memorandum of Agreement, the form of which is attached hereto as **Exhibit "J"**, simultaneously upon execution of this Agreement. The District may thereafter record the Memorandum of Agreement in the Official Records of Williamson County, Texas. The County specifically agrees that any conveyance of right-of-way that includes the Retained Easements or the East-West Easements shall be made expressly subject to the District's rights under said easements and this Agreement.

VIII. JOINT USE

8.01 General. The parties agree that upon acquisition of the additional right-of-way by the County, joint use will be made of those certain lands located within both the Retained Easements and East-West Easements held by the District, and the newly-acquired highway right-of-way held by the County or its successors. The District shall continue to hold and may exercise all of its rights under the Retained Easements and East-West Easements, and the State of Texas, TxDOT and/or the County or any other entity with relevant jurisdiction (as applicable)

shall have the right to utilize the newly-acquired right-of-way lands for any authorized purpose; provided, however, that the exercise of all such rights shall be subject to the terms of this Agreement, and shall further be subject to, and may not materially interfere with, the exercise of the District's rights under the Retained Easements.

8.02 Future Relocation. In the event of a material conflict between the District's easement rights and the exercise of any rights by the County, State, TxDOT, or third party with relevant jurisdiction (as applicable) within the public right-of-way, then the District's facilities within the easements shall be relocated into new easements at the sole cost and expense of such entity that undertakes the highway improvements (or that otherwise requires relocation of the District's facilities). In the event of a conflict that does not allow for timely relocation of the District's infrastructure, then the County agrees to pay all costs and expenses incurred by the District in connection with addressing and resolving the conflict until such time as the facilities may be relocated. Payment shall be made in full within 30 days of receipt of a written invoice for payment from the District.

8.03 Joint Use. In connection with exercising any rights under the Retained Easements or East-West Easements, the District agrees to abide by reasonable terms and conditions specified by TxDOT or any other entity with relevant jurisdiction over the right-of-way encompassing such easements; provided, however, the District shall not be required to incur any additional costs or expenses in connection therewith, and no such terms and conditions shall materially interfere with the exercise of Owner's rights under the Easements. In the event any terms or conditions specified by such entity result in costs or expenses to the District, then the County agrees to reimburse all such costs and expenses within 30 days of receipt of a written invoice for payment from the District. The failure by the County to pay any such sums in full within 30 days after receipt of a written request by the District shall be a material breach of this agreement.

8.04 Payment of Safety and Traffic Control Costs. The District shall have no responsibility to incur, or provide payment for, any costs of measures taken by any entity with relevant jurisdiction over the right-of-way to protect public safety, traffic control, highway repairs, lane closures, speed zones, restoration, clean-up, or repairs to the highway, highway median, or right-of-way arising out of or related to the presence of the District's utility infrastructure within the Retained Easements and East-West Easements, or the exercise of the District's rights under such easements. In the event any such measures are required whether on an emergency or non-emergency basis, the County shall provide and perform such measures at their sole cost and expense, or in the event the District undertakes such measures upon request of such entity, then the County will reimburse the District in full within 30 days after receipt of a written invoice for payment from the District. The failure by the County to pay any such sums in full within 30 days after receipt of a written request by the District shall be a material breach of this agreement.

IX. DISPUTES

9.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

9.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

9.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

X. GENERAL PROVISIONS

10.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

10.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

10.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of

the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party. The provisions of this Agreement providing for reimbursement or payment or reimbursement of costs by the County shall survive any conveyance of right-of-way by the County.

10.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

10.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

10.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

10.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

10.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

10.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Chisholm Trail Special Utility District
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103
Facsimile: (254) 793-3100

COUNTY:

Attn: _____
Telephone: _____
Facsimile: _____

10.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Project Area

sleeves)

Exhibit B -	Location and Description of Waterline Improvements (including
Exhibit C -	Administrative Costs Budget
Exhibit D-	Form of Bill of Sale
Exhibit E-	Form of East-West Easements
Exhibit F-	Released Easements
Exhibit G-	Location of Replacement Easements
Exhibit H-	Retained Easements
Exhibit I-	Location of East-West Easements
Exhibit J-	Memorandum of Agreement

10.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

10.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

**CHISHOLM TRAIL SPECIAL UTILITY
DISTRICT:**

Secretary

By: _____
Printed Name: _____
Title: President

Date: _____

ATTEST:

WILLIAMSON COUNTY:

County Clerk

By: _____
Printed Name: _____
Title: County Judge

Date: _____

EXHIBIT "A"

PROJECT AREA

The Project Area shall extend from Engineering Station _____ to Engineering Station _____, as such engineering stations are identified on the plans for the Project prepared by _____ and dated _____.

EXHIBIT “B”

LOCATION AND DESCRIPTION OF WATERLINE IMPROVEMENTS

(To include conflict areas, description of new improvements, and sleeves)

EXHIBIT C

BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District's administrative and employee costs for the Project will not exceed \$_____ without prior written approval from the County. This exhibit shall not be construed to limit the County's obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

EXHIBIT “D”
FORM BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

Grantee: _____

Grantee's Mailing Address (including county):

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.

Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

- a) the Facilities as described on Exhibit "A"; and,
- b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" dated _____. 2009, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “E”

FORM OF EAST-WEST EASEMENTS

EXHIBIT “F”
RELEASED EASEMENTS

EXHIBIT G
REPLACEMENT EASEMENTS

EXHIBIT “H”

RETAINED EASEMENTS

EXHIBIT I

LOCATION OF EAST-WEST EASEMENTS AND SLEEVES

EXHIBIT J

FORM OF MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

Between Chisholm Trail Special Utility District (the “District”) and Williamson County, Texas (the “County”):

An “Interlocal Agreement Regarding Relocation of Water System Improvements (Highway 183)” (the “Agreement”) dated _____, 2009 was entered into by the District and the County. The Agreement sets forth the terms and conditions pursuant to which the County agreed to relocate certain water system improvements of the District in conflict with proposed highway improvements to be constructed by the County. The Agreement further provides that certain lands to be acquired by the County for highway purposes include easements of the District, and that such easements (and the water system improvements previously constructed or to be constructed therein) will remain in place until such time as relocation is required as a result of conflicts with future highway improvements or operations. The easements held by the District to remain in place are more particularly described as follows:

See Attached Exhibit “A”, which is incorporated herein for all purposes (hereinafter, the “Easements”)

The Agreement specifically preserves the District’s rights and interests in and to the Easements, and provides that the District’s rights under the Agreement and the Easements (including the right to future relocation) shall survive the conveyance of right-of-way lands by the County, and shall be binding upon any successor-in-interest to the County that acquires lands in which the Easements are located.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum of Agreement effective as of the date of the last party to sign.

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

WILLIAMSON COUNTY, TEXAS:

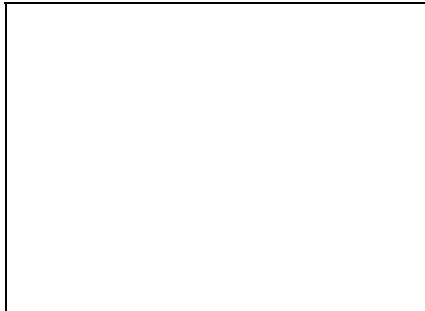
By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

 This Memorandum of Agreement was acknowledged before me on
_____ by _____, Board President of
Chisholm Trail Special Utility District, a political subdivision of the state of Texas, on behalf of
said Chisholm Trail Special Utility District.

Dated: _____



(Use this space for notary stamp/seal)

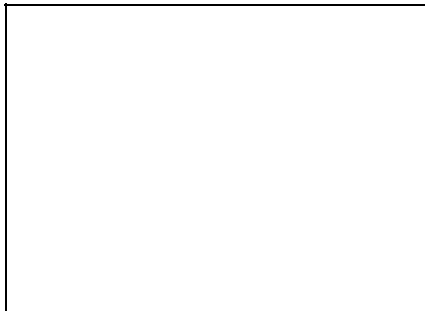
Notary Public
Print Name _____
My commission expires _____

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

 This Memorandum of Agreement was acknowledged before me on
_____ by _____, County Judge of
Williamson County, Texas, a political subdivision of the state of Texas, on behalf of said
Williamson County.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

Exhibit “A” To Memorandum of Agreement
List of Retained Easements and East-West Easements

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line i

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line improvements for SH 195 Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CTSUD SH195](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 05/20/2009 04:23 PM

Final Approval Date: 05/21/2009

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(SH 195 PROJECT)**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“Agreement”) is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the “**District**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the District and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, the County and the Texas Department of Transportation (“**TxDOT**”) have entered into agreements regarding the construction of improvements to SH 195 from IH-35 to the Williamson County line west of Florence, Texas (the “**Project**”); and

WHEREAS, in said agreements, the County has assumed the responsibility to acquire right-of-way and relocate utilities for the Project, and TxDOT shall construct the roadway improvements that constitute the Project; and

WHEREAS, some of the proposed SH 195 roadway improvements include the widening of the right-of-way into easements in which the District’s water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate the District’s existing water system improvements into substitute water line easements; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the District shall relocate the District’s water system improvements in certain segments of the Project into substitute easements at the County’s sole cost and expense to accomodate TxDOT’s subsequent construction of the SH 195 roadway improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “Agreement” means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.01 “Betterment Area” means the area(s) in which the Betterment Improvements would be located, as more particularly described in **Exhibit “H”** attached hereto.

1.02 “Betterment Costs” means the incremental costs of construction of the Betterment Improvements within the Betterment Area to be determined in accordance with alternative bidding procedures.

1.03 “Betterment Improvements” means that certain water transmission line improvements and related facilities, equipment and appurtenances described in **Exhibit “I”** that would be constructed by the District within the Betterment Area as part of the Project but only if the District elects to proceed with construction of the Betterment Improvements and pays 100% of the Betterment Costs.

1.04 “Bid Documents” means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Waterline Improvements.

1.05 “County” means Williamson County, Texas.

1.06 “District Waterline Costs” means all costs and expenses incurred by the District relating to or arising out of the Project. By way of example and without limitation, the District Waterline Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) all costs and expenses incurred by the District under the Engineering Services Agreement; (iii) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; (iv) all costs and expenses incurred by the District relating to securing the Replacement Easements, including costs of surveying, appraisal, easement preparation, purchase price, and condemnation costs (including the condemnation award); and (v) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on **Exhibit “E”** without the County’s prior written consent.

1.07 “Effective Date” means the last date of execution of this Agreement by the Parties; provided all of the Parties must execute this Agreement for it to be effective.

1.08 “Engineering Services Agreement” means that certain contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc. and dated _____. In the event of termination of such contract for any reason, the phrase Engineering Services Agreement shall refer to any subsequent engineering services contract entered into by the District relating to the Waterline Improvements that contains rates that do not exceed those in the Engineering Services Agreement.

1.09 “Existing Easements” means all easements held by the District within the Project Area authorizing the construction, ownership and operation of water improvements that are to be

released under this Agreement, which Existing Easements are more particularly identified on **Exhibit “F”** attached hereto.

1.10 “Existing Waterline Improvements” means the existing water transmission line improvements owned and operated by the District within Segment 2 and Segment 4 of the Project Area to be abandoned in place and replaced with the Waterline Improvements under the terms of this Agreement, as such Existing Waterline Improvements are more particularly identified on **Exhibit “G”**.

1.11 “Party” or “Parties” means the District and/or the County, individually or collectively, as applicable.

1.12 “Project” means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.13 “Project Area” means the four segments in which the Project will be undertaken, as said Project Area is more particularly identified in **Exhibit “A”** attached hereto.

1.14 “Replacement Easements” means the twenty (20’) feet wide permanent and exclusive easements to be acquired by the District at the County’s sole cost and expense on the tracts abutting Segment 2 and Segment 4, in which the Waterline Improvements will be constructed. If, during the course of the design and construction phases for the Project, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of District facilities in addition those identified in this Agreement, then the District shall secure additional Replacement Easements at the County’s cost and expense in accordance with applicable terms and provisions of this Agreement, and the water system facilities in conflict with the Roadway Improvements will be relocated therein at the County’s sole cost and expense. The form of the Replacement Easements shall be specified by the District. The Replacement Easements shall also include temporary construction easement rights over additional lands as determined necessary or convenient in the District’s sole discretion to accomplish construction of the Waterline Improvements.

1.15 “Roadway Improvements” means the acquisition of additional right-of-way and construction of the improvements to SH 195 within the Project Area. By separate agreement, the County has agreed to acquire right-of-way for the Roadway Improvements on behalf of TxDOT.

1.16 “Segment 1” means that portion of the Project more particularly described by the sketch set forth in **Exhibit “A”** attached hereto.

1.17 “Segment 2” means that portion of the Project more particularly described by the sketch set forth in **Exhibit “A”** attached hereto, and described by reference to engineering stations in **Exhibit “B”** attached hereto.

1.18 “Segment 4” means that portion of the Project more particularly described by the sketch set forth in **Exhibit “A”** attached hereto, and described by reference to Engineering Stations in **Exhibit “D”** attached hereto.

1.19 “Waterline Design Work” means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; the evaluation and preparation of all proposed Replacement Easements; surveying undertaken in connection therewith; participation in meetings relating to the Project, and all other employee, administrative, engineering and consultant services performed relating to the District’s interests in the Project.

1.20 “Waterline Improvements” means the design and construction of those certain water transmission line improvements more particularly described in **Exhibits “B” and Exhibit “C”**, together with related facilities, equipment and appurtenances to replace the Existing Waterline Improvements in Segment 2, and Segment 4 of the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of District facilities in addition those identified in this Agreement, then any such water system improvements that must be relocated will be deemed Waterline Improvements for purposes of this Agreement, and shall be relocated at the County’s sole cost and expense. In the event the District elects to construct the Betterment Improvements, then the Waterline Improvements shall be deemed to include the Betterment Improvements for purposes of this Agreement (provided the District shall be solely responsible for payment of the Betterment Costs).

1.21 “Party” or “Parties” means the District and/or the County, individually or collectively, as applicable.

1.22 “Project Contractor” means the contractor(s) that enter into a contract with the District for construction of the Waterline Improvements.

II. STATEMENT OF INTENT; CONDITION PRECEDENT; AND PRELIMINARY SURVEYING COSTS

2.01 General. The purpose of this Agreement is to provide for the District to abandon its existing easement rights and waterline improvements within Segment 2 and within Segment 4 of the Project Area; to provide for the acquisition of certain new waterline easements by the District at the County’s sole cost and expense; and to provide for the construction of new waterline improvements by the District at the County’s expense, all so that TxDOT may subsequently proceed with the Roadway Improvements.

III. PROJECT COMMITTEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the

County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

- (i) The design of the Waterline Improvements;
- (ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;
- (iii) The review of the bid tabulation and qualification of prospective contractors for the Waterline Improvements;
- (iv) The periodic review of the status of construction of the Waterline Improvements;
- (v) The review and approval of change orders relating to the construction of the Waterline Improvements;
- (vi) The review and approval of invoices for payment related to the Waterline Improvements;
- (vii) The confirmation of final completion of construction of the Waterline Improvements; and
- (viii) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV. DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County agrees that the District shall have no responsibility for any engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design. The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County in accordance with the terms of this Agreement.

4.04 Reimbursement of District Waterline Costs. Upon the District's approval of each invoice for the Waterline Design Work under the Engineering Services Agreement, the District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, each invoice shall identify additional District Waterline Costs incurred by the District relating to the Project. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the "**Due Date**"). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V. EASEMENT MATTERS

5.01 Replacement Easements.

(a) The District agrees to secure all Replacement Easements in accordance with the terms of this Agreement. Without limitation, the District shall obtain and/or prepare all required surveys, property descriptions, and appraisals associated with the preparation of the Replacement Easements, and shall provide payment of all legal fees, costs of acquisition (whether by purchase or condemnation) associated with the acquisition of the Replacement Easements. All costs and expenses incurred by the District in connection therewith shall qualify as District Waterline Costs to be paid by the County.

(b) The District agrees to retain the firm of Sheets & Crossfield for purposes of managing the acquisition of the Replacement Easements, and providing all legal services related thereto. The District further agrees to cause Sheets & Crossfield, and other consultants that may provide services relating to the acquisition of the Replacement Easements (such as surveyors and appraisers), to send their bills directly to the County for payment. The County shall pay all such invoices, and other costs and expenses incurred by the District, if any, in connection with acquisition of the Replacement Easements, in the same time and manner as other District Waterline Costs (i.e., within 30 days after receipt of a written invoice).

(c) In the event of termination of the District's contract with Sheets & Crossfield for any reason, then the County shall reimburse all costs and expenses incurred by the District related to the acquisition of Replacement Easements in the same manner, and according to the same procedures, as other District Waterline Costs.

5.02 Existing Easements. At such time as the District receives all Replacement Easements and construction of the Waterline Improvements has been completed, are operational, and are accepted by the District, the District agrees to release the Existing Easements. It is specifically agreed, however, that the District shall not release any easement rights that relate to facilities that are not being abandoned under this Agreement. The District agrees to execute and record in the Official Records of Williamson County a form of instrument releasing the Existing Easements in accordance with the terms and conditions of this Agreement.

5.03 Shared Easements. The District agrees to cooperate with the Pedernales Electric Cooperative (the "PEC") to allow for the installation of PEC overhead lines within new District easements, provided that the District and the PEC enter into a mutually acceptable joint use agreement.

VI. CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the District shall construct all physical improvements that constitute the Waterline Improvements. The Parties further acknowledge and agree that TxDOT shall construct the Roadway Improvements subsequent to completion of construction of the Waterline Improvements by the District. In the event that TxDOT requests that the Roadway Improvements be constructed simultaneously with the Waterline Improvements utilizing the same contractor, the District agrees to consider in good faith any proposed amendments to this Agreement necessary to accomplish such simultaneous construction; provided, however, such amendment must provide that the County and/or TxDOT pays all costs and expenses related to the Waterline Improvements and all other District Waterline Costs.

6.02 Approval of Bid Documents. Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District's existing waterline improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(iii) The Bid Documents shall seek alternative bids for construction of the Betterment Improvements in the Betterment Area. Specifically, the Bid Documents shall solicit alternate bids for construction of the Betterment Improvements (as the alternate bid) and the Waterline Improvements set forth on **Exhibits "B" and Exhibit "C"** (as the base bid and as applicable, depending on the segment in which the

Betterment Improvements are located) in the Betterment Area for purposes of quantifying the Betterment Costs;

(iv) The District shall be named as an additional insured on the contractor's insurance policies; and

(v) The District shall be named as additional beneficiary under the contractor's performance and payment bonds with respect to the Waterline Improvements.

6.03 Bid Award.

(a) All construction contracts for the Waterline Improvements will be competitively bid and awarded by the District in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The District shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the District.

(c) The District shall furnish the bid tabulation and apparent successful contractor (subject to Board approval) to the County not less than 20 days prior to awarding a contract for construction of the Waterline Improvements. The District shall also specify the meeting date on which the District shall consider the award of the contract. The District's notice shall also inform the County in writing as to whether the District desires to include the Betterment Improvements in the construction contract, the amount of the Betterment Costs (as determined by the alternate bids to be solicited in the Bid Documents), and the net amount of the construction contract for which payment must be received by the District.

(d) As more particularly described in Section 6.05 below, the County must provide payment to the District in the amount equal to the bid price submitted by the apparent successful contractor that for the Waterline Costs as a condition of award of the construction contract by the District; provided, however, that the County shall not be required to pay the amount of the Betterment Costs in the event the District elects to construct the Betterment Improvements. Failure by the County to provide timely payment in full to the District shall be a material breach of this Agreement, and the District shall have no obligation to award a contract for construction of the Waterline Improvements until payment is received.

6.04 Construction of Waterline Improvements.

(a) **General.** The District shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements, and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the District agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be

responsible for payment of any and all costs and expenses associated with the construction of the Waterline Improvements (save and except Betterment Costs, if any) in accordance with this Agreement.

(b) **Segment Relocations.**

(i) The SH 195 Project is divided into four segments, as shown on **Exhibit “A”**, attached hereto. The District has previously entered into an agreement with TxDOT regarding the relocation of District water lines and related improvements in Segment 1 of the Project, and such agreement shall remain in full force and effect.

(ii) The County agrees, at its sole cost and expense, to replace the Existing Waterline Improvements abutting Segment 2 within the “Limits of Conflict” engineering stations shown on **Exhibit “B”** attached hereto and incorporated herein. The Existing Waterline Improvements within this segment will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the location more particularly described in **Exhibit “B”**, which waterline improvements shall be relocated into Replacement Easements abutting the limits of conflict. Any existing waterlines within Segment 2 outside the limits of conflict identified on **Exhibit “B”** will not be relocated unless relocation is necessitated as a result of design or construction of the Roadway Improvements, in which event the existing facilities in such conflict areas will be relocated into Replacement Easements at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements in Segment 2. The County specifically agrees that it will not acquire public right-of-way that encompasses any portion of the Existing Easements within Segment 2 outside the “Limits of Conflict” identified on **Exhibit “B”** without relocating such improvements into new Replacement Easements secured at the County’s expense in accordance with the same terms and conditions as other Existing Waterline Improvements are relocated as described herein.

(iii) The County agrees, at its sole cost and expense, to replace the Existing Waterline Improvements abutting Segment 4 within the “Limits of Conflict” engineering stations shown on **Exhibit “C”** attached hereto and incorporated herein. The Existing Waterline Improvements within this segment will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the location more particularly described in **Exhibit “C”**, which waterline improvements shall be relocated into Replacement Easements abutting the limits of conflict. Any existing waterlines within Segment 4 outside the limits of conflict identified on **Exhibit “C”** will not be relocated unless relocation is necessitated as a result of design or construction of the Roadway Improvements, in which event the existing facilities in such conflict areas will be relocated into Replacement Easements at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements in Segment 4. The County specifically agrees that it will not acquire public right-of-way that encompasses any portion of the Existing Easements within Segment 4 outside the “Limits of Conflict” identified on **Exhibit “C”** without relocating such improvements into new Replacement Easements secured at the

County's expense in accordance with the same terms and conditions as other Existing Waterline Improvements are relocated as described herein.

(iv) Notwithstanding any provision in this Agreement (including exhibits) to the contrary, the Parties acknowledge that the most eastern engineering station identified within the "Limits of Conflict" for Segment 4 on Exhibit "C" is an estimate only, and the actual most-eastern limit of conflict for Segment 4 will be the most eastern 45 degree bend where the District's existing 16-inch water transmission line connects to an existing 14-inch water transmission line.

(c) **Inspection.** The District shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The District will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District's costs of inspection shall be reimbursed by the County as District Waterline Costs.

(d) **Change Orders.** During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The costs of any change orders related to the Waterline Improvements, other than the costs of any "betterments" specifically requested by the District, shall be reimbursed by the County as District Waterline Costs. It is specifically agreed by the Parties that the Waterline Improvements identified on the exhibits to this Agreement are not "betterments." In the event that any change orders incurred in response to unanticipated conditions encountered during construction relating solely to the Betterment Improvements (and that would not arise but for construction of the Betterment Improvements) increase the costs of the Betterment Improvements, then the District shall be responsible for the costs of such change order (as it relates to the Betterment Improvements).

(e) **Insurance.** The District shall require that all workers involved with the installation and construction of the Waterline Improvements are covered by workers' compensation insurance as required by the laws of the State of Texas. The District shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Waterline Improvements, with such insurance in the amount of a combined single limit of liability of at least \$1,000,000 and a general aggregate limit of at least \$5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project.

6.05 Payment of Water Line Costs.

(a) The County shall provide payment to the District in the amount equal to 100 percent of the bid price for the Waterline Improvements (save and except Betterment Costs) as a condition of award of the construction contract for the Waterline Improvements by the District. The County shall provide payment in full within 20 days after receipt of an invoice for payment from the District. Failure by the County to provide timely payment in full to the District shall be a material breach of this Agreement.

(b) All construction contracts and other agreements relating to the construction of the Waterline Improvements will contain provisions to the effect that the Project Contractor will look solely to the District for payment of all sums coming due thereunder. The District shall pay all construction costs relating to the Waterline Improvements directly to the Project Contractor, subject to prior receipt of payment from the County in accordance with Section 6.05(a) above.

(c) In the event any change orders increase the costs of the Waterline Improvements (other than Betterment Costs for Betterment Improvements requested by the District), the District shall send an invoice to the County for payment. The County shall provide payment in the full amount of the invoice within 30 days of receipt of the invoice, in the same way as other District Waterline Costs are paid by the County. In the event of any change orders requested by the District as a “betterment”, the District shall be solely responsible for such betterment costs.

(d) Except for Betterment Costs, the County shall pay 100 percent of all District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on Exhibit “E” attached hereto).

6.06 Ownership. After acceptance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements, and shall be responsible for operation, maintenance and repair thereof.

6.07 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any water service lines to be replaced or relocated, the District will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County’s sole cost and expense, regardless of whether such service lines are identified in Exhibit “B” or Exhibit “C” to this Agreement..

VII. DISPUTES

7.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

7.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

7.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

VIII. GENERAL PROVISIONS

8.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

8.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

8.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

8.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

8.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

8.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

8.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

8.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

8.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Chisholm Trail Special Utility District
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103
Facsimile: (254) 793-3100

COUNTY:

Attn: _____
Telephone: _____
Facsimile: _____

8.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Project Area
Exhibit B - Location and Description of Waterline Improvements (Segment 2)
Exhibit C - Location and Description of Waterline Improvements (Segment 4)
Exhibit D-
Form Bill of Sale
Exhibit E- Budget for internal District Waterline Costs
Exhibit F- Existing Easements
Exhibit G- Existing Waterline Improvements
Exhibit H- Betterment Area
Exhibit I- Betterment Improvements

8.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

8.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

**CHISHOLM TRAIL SPECIAL UTILITY
DISTRICT:**

Secretary

By: _____
Printed Name: _____
Title: President

Date: _____

ATTEST:

WILLIAMSON COUNTY:

County Clerk

By: _____
Printed Name: _____
Title: County Judge

Date: _____

EXHIBIT “A”

SKETCH OF PROJECT AREA

EXHIBIT “B”

**LOCATION AND DESCRIPTION OF WATERLINE IMPROVEMENTS
(SEGMENT 2)**

EXHIBIT “C”
LOCATION AND DESCRIPTION OF WATERLINE IMPROVEMENTS (SEGMENT 4)

EXHIBIT D

FORM BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

Grantee: _____

Grantee's Mailing Address (including county):

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.

Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

- a) the Facilities as described on Exhibit "A"; and,
- b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" dated _____. 2009, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “E”

INTERNAL WATERLINE COSTS BUDGET

The District’s administrative and employee costs for the Project will not exceed \$100,000 without prior written approval from the County. This exhibit shall not be construed to limit the County’s obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

EXHIBIT F
EXISTING EASEMENTS

EXHIBIT G
EXISTING WATERLINE IMPROVEMENTS

EXHIBIT H
BETTERMENT AREA

EXHIBIT I
BETTERMENT IMPROVEMENTS

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line i

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line improvements for CR 214 Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CTSUD CR214](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 05/20/2009 04:25 PM

Final Approval Date: 05/21/2009

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(CR 214 PROJECT)**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“**Agreement**”) is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the “**District**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the District and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, the County is and has been in the process of improving CR 214 (the “**Project**”); and

WHEREAS, the County is responsible for the relocation of utilities for the Project; and

WHEREAS, some of the proposed CR 214 roadway improvements include the widening of the right-of-way into easements in which the District’s water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate the District’s existing water system improvements into new right-of-way in areas of conflict; and

WHEREAS, in connection with relocating the District’s water system improvements into the right-of-way, the County has agreed that any relocation of the District’s water system improvements that may be required due to conflicts with the right-of-way will be performed at the County’s sole cost and expense; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the District’s water system improvements in certain segments of the Project into the new CR 214 right-of-way.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “Agreement” means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.02 “Bid Documents” means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.03 “County” means Williamson County, Texas.

1.04 “District Waterline Costs” means all costs and expenses incurred by the District relating to or arising out of the Project. By way of example and without limitation, the District Waterline Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) all costs and expenses incurred by the District under the Engineering Services Agreement; (iii) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; (iv) all costs and expenses incurred by the District relating to securing the Replacement Easements, including costs of surveying, appraisal, easement preparation, purchase price, and condemnation costs (including the condemnation award); and (v) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on **Exhibit “C”** without the County’s prior written consent.

1.05 “Effective Date” means the last date of execution of this Agreement by the Parties; provided all of the Parties must execute this Agreement for it to be effective.

1.06 “Engineering Services Agreement” means that certain contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc. dated _____. In the event of termination of such contracts for any reason, the phrase Engineering Services Agreement shall refer to any subsequent engineering services contract entered into by the District relating to the Waterline Improvements that contains rates that do not exceed those in the Engineering Services Agreement.

1.07 “Existing Easements” means all easements held by the District within the Project Area authorizing the construction, ownership and operation of water improvements.

1.08 “Existing Waterline Improvements” means all existing water transmission line improvements owned and operated by the District within the Project Area, which will be abandoned in place in accordance with the terms and conditions of this Agreement.

1.09 “Project” means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.10 “Project Area” means the area in which the Project will be undertaken, as said Project Area is more particularly identified in **Exhibit “A”** attached hereto.

1.11 “Roadway Improvements” means the acquisition of additional right-of-way and construction of the improvements to CR 214 to be undertaken by the County within the Project Area.

1.12 “Waterline Design Work” means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; the evaluation and preparation of all proposed Replacement Easements; surveying undertaken in connection therewith; participation in meetings relating to the Project, and all other employee, administrative, engineering and consultant services performed relating to the District’s interests in the Project.

1.13 “Waterline Improvements” means the design and construction of those certain water transmission line improvements more particularly described herein, together with related facilities, equipment and appurtenances to replace the District’s existing water transmission lines in the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of District facilities in addition those identified in this Agreement, then any such water system improvements that must be relocated will be deemed Waterline Improvements for purposes of this Agreement, and shall be relocated at the County’s sole cost and expense.

1.14 “Party” or “Parties” means the District and/or the County, individually or collectively, as applicable.

1.15 “Project Contractor” means the contractor(s) that enter into a contract with the County for construction of the Project.

II.

STATEMENT OF INTENT; CONDITION PRECEDENT; AND PRELIMINARY SURVEYING COSTS

2.01 General. The purpose of this Agreement is to provide for the District to abandon its existing easement rights and waterline improvements within the Project Area; to provide for the acquisition of certain new waterline easements by the County at the County’s sole cost and expense; and to provide for the construction of new waterline improvements by the County, all so that the County may proceed with the Roadway Improvements together therewith as promptly as practicable.

III.

PROJECT COMMITTEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

- (i) The design of the Waterline Improvements;
- (ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;
- (iii) The review of the bid tabulation and qualification of prospective contractors for the Waterline Improvements;
- (iv) The periodic review of the status of construction of the Waterline Improvements;
- (v) The review and approval of change orders relating to the construction of the Waterline Improvements;
- (vi) The review and approval of invoices for payment related to the Waterline Improvements;
- (vii) The confirmation of final completion of construction of the Waterline Improvements; and
- (viii) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV. DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to continue to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County in accordance with the terms of this Agreement.

(b) The County shall pay all other engineering and design costs relating to the Project other than those paid by the District under Subsection 4.03(a) above.

4.04 Reimbursement of District Waterline Costs. Upon the District's approval of each invoice for the Waterline Design Work under the Engineering Services Agreement, the District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, each invoice shall identify additional District Waterline Costs incurred by the District relating to the Project. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the "**Due Date**"). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V. EASEMENT MATTERS

5.01 Water Line Replacement. The County hereby agrees to relocate, at its sole cost and expense, the District's existing water lines and related facilities, equipment and appurtenances located within the "Limits of Conflict" engineering stations identified in **Exhibit "B"**, attached hereto and incorporated herein, into the new County right-of-way. The Existing Waterline Improvements will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the location more particularly described in **Exhibit "B"**. The Waterline Improvements shall be constructed by the County within the new right-of-way acquired by the County. Any existing lines and related appurtenances outside the Limits of Conflict identified on **Exhibit "B"** will not be relocated unless relocation is necessitated during construction of, or as a result of conflicts with, the Roadway Improvements, in which event the facilities in conflict with the Roadway Improvements will be relocated into the new right-of-way at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements. The County specifically agrees that it will not construct any Roadway Improvements within, or acquire public right-of-way that encompasses, any portion of the District's Existing Easements outside the "Limits of Conflict" identified on **Exhibit "B"**.

5.02 Reservation of Future Relocation Rights. The County agrees that any future relocation of the Waterline Improvements caused or necessitated by future road improvements or conflicts with the right-of-way will be undertaken solely at the County's expense. Except as otherwise agreed upon by the Parties, the future relocation shall take place in accordance with the same terms and conditions as set forth in this Agreement with respect to the Existing Waterline Improvements. Similarly, to the extent the District constructs any modifications or improvements to the Waterline Improvements, or additional waterline improvements within the

new right-of-way that must be subsequently relocated in the future because of conflicts with highway improvements or right-of-way, the County agrees to relocate said future improvements at the County's sole cost and expense. Any subsequent relocation of improvements required after initial relocation shall also be performed at the County's sole cost and expense.

5.03 Joint Use. The Parties agree that upon acquisition of the additional right-of-way by the County, joint use will be made of those certain lands located within the highway right-of-way for highway and utility purposes. The District agrees to abide by reasonable terms and conditions specified by the County relating to the operation of its facilities within the right-of-way. In the event the District constructs additional water system improvements within the new right-of-way, the District will apply to the County for a utility installation permit in accordance with the County's standard rules. The County agrees to timely process such application, and further agrees to approve such permit application, provided the request meets or exceeds the County's published utility installation standards.

5.04 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any water service lines to be replaced or relocated, the County will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County's sole cost and expense, regardless of whether such service lines are identified in Exhibit "B" to this Agreement.

VI. CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Waterline Improvements.

6.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District's existing waterline improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(iii) The District shall be named as an additional insured on the contractor's insurance policies;

(iv) The District shall be named as additional beneficiary under the contractor's performance and payment bonds with respect to the Waterline Improvements; and

(v) The District shall be named as a third party beneficiary under the contract for construction of the Project, as it relates to the Waterline Improvements only.

(b) The County agrees that it shall not amend any aspect of the Bid Documents as it relates to the Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

(c) The County shall furnish the bid tabulation and recommended award to the District not less than 10 days prior to awarding a contract for construction of the Project. The County shall also specify the date on which the County shall determine the award of the contract.

6.04 Construction of Waterline Improvements.

(a) **General.** The County shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements, and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs and expenses associated with the construction of the Project.

(b) Inspection.

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The County will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect.

The District may elect to have its employees or staff inspect or observe construction of the Waterline Improvements from time to time, and the value thereof shall be reimbursed by the County as District Waterline Costs.

(ii) The District's representatives shall have a reasonable right to access and inspect the Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(c) **Change Orders.**

(i) During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The District will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District fails to either approve the submittal or provide written comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the Waterline Improvements) will be made in the County's sole discretion.

(d) **Insurance.** The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least \$1,000,000 and a general aggregate limit of at least \$5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Water Line Costs. All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the Project, including the costs of Waterline Improvements, in addition to 100% of all other District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on Exhibit "C" attached hereto).

6.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents, and that such facilities are properly located within Replacement Easements.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final “record” drawings of the completed Waterline Improvements in an electronic format requested by the District.

6.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of acceptance of the Waterline Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

VII. CONVEYANCE

7.01 Conveyance. Within thirty (30) days after receipt of the engineer’s concurrence letter pursuant to Section 6.06(b) above, the County will convey the Waterline Improvements to the District by Bill of Sale and Assignment in the form attached hereto as **Exhibit “D”**.

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Waterline Improvements. If any part, whether substantial or minor, of the Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements.

VIII. DISPUTES

8.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action

cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

8.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

8.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IX. GENERAL PROVISIONS

9.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

9.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

9.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party. It is specifically acknowledged and agreed by the County that in the event of annexation by a municipality of any

portion of the Project Area such that the municipality assumes responsibility for the ownership and operation of the Roadway Improvements, the County shall transfer to the municipality all obligations of the County under this Agreement. In the event any such municipality refuses to pay the costs of future relocation of the Waterline Improvements in accordance with the terms of this Agreement, the County specifically agrees that it shall do so.

9.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

9.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

9.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

9.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

9.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Chisholm Trail Special Utility District
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103
Facsimile: (254) 793-3100

COUNTY:

Attn: _____
Telephone: _____
Facsimile: _____

9.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Project Area

- Exhibit B - Location and Description of Waterline Improvements
- Exhibit C - Budget for internal District Waterline Costs
- Exhibit D- Form of Bill of Sale

9.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

9.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

**CHISHOLM TRAIL SPECIAL UTILITY
DISTRICT:**

Secretary

By: _____
Printed Name: _____
Title: President

Date: _____

ATTEST:

WILLIAMSON COUNTY:

County Clerk

By: _____
Printed Name: _____
Title: County Judge

Date: _____

EXHIBIT “A”

PROJECT AREA MAP

EXHIBIT “B”

LOCATION AND DESCRIPTION OF WATERLINE IMPROVEMENTS

EXHIBIT “C”

BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District’s administrative and employee costs for the Project will not exceed \$30,000 without prior written approval from the County. This exhibit shall not be construed to limit the County’s obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

EXHIBIT “D”
FORM BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

Grantee: _____

Grantee's Mailing Address (including county):

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.

Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

- a) the Facilities as described on Exhibit "A"; and,
- b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" dated _____. 2009, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line i

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute an Interlocal Agreement with Chisholm Water Special Utility District regarding relocation of water line improvements for RM 2338 Project Phase 2.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CTSUD Williams Dr Phase 2](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 05/20/2009 04:26 PM

Final Approval Date: 05/21/2009

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS**
(Williams Drive Project - Phase 2)

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“**Agreement**”) is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the “**District**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the District and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, the District and the County previously entered into that certain “Interlocal Agreement Regarding Relocation of Water System Improvements” dated July 23, 2008 (the “Prior Agreement”) setting forth the terms and conditions pursuant to which the County agreed to relocate certain water system improvements of the District in connection with the widening of a portion of Williams Drive located east of 4T Ranch Road; and

WHEREAS, the County now desires to proceed with “Phase 2” of the Williams Drive roadway improvement project generally located between 4T Ranch Road and Ronald Reagan Boulevard in Williamson County, and

WHEREAS, the proposed Phase 2 Williams Drive roadway improvements include the widening of the right-of-way into easements in which the District’s water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the District’s existing water system improvements into substitute water line easements; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate a portion of the District’s water system improvements between 4T Ranch Road and Ronald Reagan Boulevard into substitute easements in connection with the County’s construction of the Phase 2 Williams Drive roadway improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “Agreement” means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.02 “Betterment Area” means the area(s) in which the Betterment Improvements would be located, as more particularly described in **Exhibit “F”** attached hereto.

1.03 “Betterment Costs” means the incremental costs of construction of the Betterment Improvements within the Betterment Area to be determined in accordance with the alternative bidding procedure set forth in Section 6.04(b) of this Agreement.

1.04 “Betterment Improvements” means that certain water transmission line improvements and related facilities, equipment and appurtenances described in **Exhibit “G”** that would be constructed by the County within the Betterment Area as part of the Project but only if the District elects to proceed with construction of the Betterment Line and pays 100% of the Betterment Costs.

1.05 “Bid Documents” means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.06 “County” means Williamson County, Texas.

1.07 “District Waterline Costs” means all costs and expenses incurred by the District relating to or arising out of the Project, save and except the Betterment Costs. By way of example and without limitation, the District Waterline Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) all costs and expenses incurred by the District under the Engineering Services Agreement; (iii) all costs and expenses incurred by the District related to acquisition of the Replacement Easements (including engineering, surveying, appraisal, condemnation, and legal costs and expenses); (iv) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; and (v) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on **Exhibit “E”** without the County’s prior written consent. The District Waterline Costs shall not include any costs relating to the Phase 1 Project, it being agreed by the Parties that such costs will be reimbursed by the County pursuant to the Prior Agreement.

1.08 “Effective Date” means the last date of execution of this Agreement by the Parties; provided all of the Parties must execute this Agreement for it to be effective.

1.09 “Engineering Services Agreement” means that certain contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc. dated _____. In the event of termination of such contract for any reason, the phrase Engineering Services Agreement shall refer to any subsequent engineering

services contract entered into by the District relating to the Waterline Improvements that contains rates that do not exceed those in the Engineering Services Agreement.

1.10 “Existing Easements” means all easements held by the District within the Project Area authorizing the construction, ownership and operation of water improvements.

1.11 “Existing Waterline Improvements” means all existing water transmission line improvements and related facilities, equipment and appurtenances owned and operated by the District within the Project Area, which will be abandoned in place in accordance with the terms and conditions of this Agreement.

1.12 “Party” or “Parties” means the District and/or the County, individually or collectively, as applicable.

1.13 “Phase 1 Project” means the roadway improvements and waterline relocations improvements constructed, or to be constructed, under the Prior Agreement.

1.14 “Prior Agreement” means that certain “Interlocal Agreement Regarding Relocation of Water System Improvements” dated July 23, 2008.

1.15 “Project” means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.16 “Project Area” means the area in which the Project will be undertaken, as said Project Area is more particularly identified in **Exhibit “A”** attached hereto.

1.17 “Project Contractor” means the contractor(s) that enter into a contract with the County for construction of the Project.

1.18 “Replacement Easements” means the twenty (20’) feet wide easements to be acquired by the District at the County’s sole cost and expense at the locations more particularly identified in **Exhibit “B”** attached hereto.

1.19 “Roadway Improvements” means the acquisition of additional right-of-way and construction of the improvements to Williams Drive to be undertaken by the County within the Project Area.

1.20 “Waterline Design Work” means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; participation in meetings relating to the Project, and all other employee, administrative, engineering and consultant services performed relating to the District’s interests in the Project.

1.21 “Waterline Improvements” means the design and construction of those certain 8-inch and 16-inch C905 DR25 PVC water transmission line improvements more particularly described on **Exhibit “C”** attached hereto, together with related facilities, equipment and appurtenances to replace the Existing Waterline Improvements in the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent

that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of District facilities in addition those identified in this Agreement, then any such water system improvements that must be relocated will be deemed Waterline Improvements for purposes of this Agreement, and shall be relocated at the County's sole cost and expense. In the event the District elects for the County to construct the Betterment Improvements, then the Waterline Improvements shall be deemed to include the Betterment Improvements for purposes of this Agreement (provided the District shall be solely responsible for payment of the Betterment Costs).

II. STATEMENT OF INTENT; CONDITION PRECEDENT; AND PRELIMINARY SURVEYING COSTS

2.01 General. The purpose of this Agreement is to provide for the District to abandon some of its existing easement rights and waterline improvements within the Project Area; to provide for the acquisition of certain new waterline easements by the District at the County's sole cost and expense; and to provide for the construction of new waterline improvements by the County, all so that the County may proceed with the Roadway Improvements together therewith as promptly as practicable.

2.02 Condition Precedent. The Parties' rights and obligations under this Agreement are subject to the execution of that certain Interlocal Agreement between the District and the County relating to the relocation of water system improvements along State Highway 195 (the "Highway 195 Relocation Agreement"). In the event that the Parties do not enter into both this Agreement and the Highway 195 Relocation Agreement on or prior to _____, 2009, then both agreements shall be null and void for all purposes, regardless of whether one of the agreements has been executed prior to said date.

III. PROJECT COMMITTEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

- (i) The design of the Waterline Improvements;

(ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;

(iii) The review of the bid tabulation and qualification of prospective contractors for the Waterline Improvements;

(iv) The periodic review of the status of construction of the Waterline Improvements;

(v) The review and approval of change orders relating to the construction of the Waterline Improvements;

(vi) The review and approval of invoices for payment related to the Waterline Improvements;

(vii) The confirmation of final completion of construction of the Waterline Improvements; and

(viii) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV. DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to continue to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County in accordance with the terms of this Agreement.

(b) The County shall pay all other engineering and design costs relating to the Project other than those paid by the District under Subsection 4.03(a) above.

4.04 Reimbursement of District Waterline Costs. Upon the District's approval of each invoice for the Waterline Design Work under the Engineering Services Agreement, the

District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, each invoice shall identify additional District Waterline Costs incurred by the District relating to the Project. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the “**Due Date**”). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V. EASEMENT MATTERS

5.01 Replacement Easements.

(a) The District agrees to secure all Replacement Easements at the County’s sole cost and expense.

(b) The District agrees to retain the firm of Sheets & Crossfield for purposes of managing the acquisition of the Replacement Easements, and providing all legal services related thereto. The District further agrees to cause Sheets & Crossfields, and other consultants that may provide services relating to the acquisition of the Replacement Easements (such as surveyors and appraisers) to send their bills directly to the County for payment. The County shall timely pay in full all such invoices directly to the vendors, and shall reimburse costs and expenses incurred by the District, if any, in connection with acquisition of the Replacement Easements in the same time and manner as other District Waterline Costs (i.e., within 30 days after receipt of a written invoice).

(c) In the event of termination of the District’s contract with Sheets & Crossfield for any reason, then the County shall reimburse all costs and expenses incurred by the District related to the acquisition of Replacement Easements in the same manner, and according to the same procedures, as other District Waterline Costs.

5.02 Existing Easements. At such time as the District receives all Replacement Easements and the Waterline Improvements have been completed by the County, are operational, and accepted by the District, the District agrees to release all Existing Easements to the extent any of such easements encumber the Project Area. It is specifically agreed, however, that the District shall not release any easement rights that relate to any real property other than the Project Area, and the District shall not release any easement rights required for operation of

facilities that are not being relocated under this Agreement. The County agrees that it shall not acquire any right-of-way for the Project that includes any District easements that are not being released under the terms of this Agreement. The District agrees to execute and record in the Official Records of Williamson County a form of instrument releasing the Existing Easements in accordance with the terms and conditions of this Agreement.

5.03 Release of Right of Way. The County agrees that it will release all right of way lands, and otherwise convey (or cause to be conveyed) fee simple ownership of such lands back to the adjacent property owners, between Engineering Station 273+00 and 279+00, and between Engineering Station 299+50 and 302+00, such that no portion of the District's existing easements within such areas will be located within public right-of-way. The County agrees to accomplish such release and conveyance of right-of-way lands within 30 days after the Effective Date of this Agreement, and shall provide a copy of all instruments accomplishing such release and conveyance to the District simultaneously therewith.

VI. CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Waterline Improvements.

6.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District's existing waterline improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(iii) The Bid Documents shall seek alternative bids for construction of the Betterment Improvements in the Betterment Area. Specifically, the Bid Documents shall solicit alternate bids for construction of the Betterment Improvements (as the alternate bid) and the Waterline Improvements set forth on **Exhibit "C"** (as the base bid) in the Betterment Area for purposes of quantifying the Betterment Costs;

(iv) The District shall be named as an additional insured on the contractor's insurance policies;

(v) The District shall be named as additional beneficiary under the contractor's performance and payment bonds with respect to the Waterline Improvements; and

(vi) The District shall be named as a third party beneficiary under the contract for construction of the Project, as it relates to the Waterline Improvements only.

(b) The County agrees that it shall not amend any aspect of the Bid Documents as it relates to the Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

(c) The County shall furnish the bid tabulation and recommended award to the District not less than 30 days prior to awarding a contract for construction of the Project. The County shall also specify the date on which the County shall determine the award of the contract. Within 20 days after receipt of the bid tabulation, the District must inform the County in writing as to whether the District desires the County to include the Betterment Improvements in the construction contract. In the event that the District fails to respond within said 20 days period, then the County shall not include the Betterment Improvements in the Project. As more particularly described in Section 6.04(b)(i) below, the District must provide payment to the County in the amount of the Betterment Costs in the event the District elects to include the Betterment Improvements in the construction contract.

6.04 Construction of Waterline Improvements.

(a) **General.** The County shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements (which shall be deemed to include the Betterment Improvements upon election of the District in accordance with Section 6.03(c) above), and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs associated with the construction of the Project, save and except the Betterment Costs.

(b) **Payment of Betterment Costs.**

(i) In the event that the District elects to include the Betterment Improvements within the Project, as described in Section 6.03(c) above, then the District agrees to provide payment to the County in the full amount of the Betterment Costs within ten (10) days of receipt of an invoice from the County, which invoice shall be sent by the County to the District only after the materials for the Betterment Improvements are delivered by the Project Contractor (it being the intent of the Parties that the County will not pay any County funds for the Betterment Costs, and all such costs shall be paid by the District at such time as the County receives an invoice for the costs from the Project Contractor). The County agrees to utilize the payment by the District for no purpose other than payment of the Betterment Costs. Upon request, the County shall provide to the District copies of pay applications and other documentation demonstrating that the District's payment has been used only for the Betterment Costs. In the event that any change orders incurred in response to unanticipated conditions encountered during construction relating to the Betterment Improvements (and not related to the Roadway Improvements) increase the costs of the Betterment Improvements, then the District agrees to provide payment to the County in the amount of such change order (as it relates to the Betterment Improvements) within 30 days of receipt of a written request.

(ii) The County will be responsible for payment of any and all costs and expenses associated with the construction of the Project other than the Betterment Costs.

(c) **Limits of Conflict.** The County agrees, at its sole cost and expense, to replace the Existing Waterline Improvements within the "Limits of Conflict" engineering stations shown on **Exhibit "C"** attached hereto and incorporated herein. The Existing Waterline Improvements will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the location more particularly described in **Exhibit "C"**, which waterline improvements shall be relocated into Replacement Easements abutting the limits of conflict. Any existing waterlines outside the limits of conflict identified on **Exhibit "C"** will not be relocated unless relocation is necessitated as a result of design or construction of the Roadway Improvements, in which event the existing facilities in such conflict areas will be relocated into Replacement Easements at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements. The County specifically agrees that it will not acquire public right-of-way that encompasses any portion of the Existing Easements outside the "Limits of Conflict" identified on **Exhibit "C"** without relocating such improvements into new Replacement Easements secured at the County's expense in accordance with the same terms and conditions as other Existing Waterline Improvements are relocated as described herein.

(d) **Inspection.**

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The County will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District may elect to have its employees or staff inspect or observe construction of

the Waterline Improvements from time to time and the value thereof shall be reimbursed by the County as District Waterline Costs.

(ii) The District's representatives shall have a reasonable right to access and inspect the Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(e) **Change Orders.**

(i) During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The District will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District fails to either approve the submittal or provide written comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the Waterline Improvements) will be made in the County's sole discretion.

(f) **Insurance.** The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least \$1,000,000 and a general aggregate limit of at least \$5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Water Line Costs. All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the Project, including the costs of Waterline Improvements, save and except payment of Betterment Costs, which shall be paid by the District to the County (for subsequent payment to the Project Contractor) in accordance with Section 6.04(b) above. The County shall also pay 100 percent of all other District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on Exhibit "E" attached hereto).

6.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents, and that such facilities are properly located within Replacement Easements.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final “record” drawings of the completed Waterline Improvements in an electronic format requested by the District.

6.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of acceptance of the Waterline Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

6.08 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any water service lines to be replaced or relocated, the County will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County’s sole cost and expense, regardless of whether such service lines are identified in Exhibit “C” to this Agreement.

6.09 Waterline Improvements at Ronald Reagan Boulevard. The Parties acknowledge that in connection with the prior construction of Ronald Reagan Boulevard, “casing pipe” was installed under the right-of-way at or near its intersection with Williams Drive. As part of the Waterline Improvements, the County agrees to cause the construction of new 16-inch water transmission line improvements to be installed between Engineering Stations 284+00 to 289+50, and the design of the Waterline Improvements will identify that portion of the waterline improvements to be installed within casing pipe.

VII. CONVEYANCE

7.01 Conveyance. Within thirty (30) days after receipt of the engineer’s concurrence letter pursuant to Section 6.06(b) above, the County will convey the Waterline Improvements to the District by Bill of Sale and Assignment in the form attached hereto as **Exhibit “D”**.

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Waterline Improvements. If any part, whether substantial or minor, of the Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements. At the County's discretion, it may transfer any portion thereof to Georgetown.

VIII. DISPUTES

8.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

8.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

8.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IX. GENERAL PROVISIONS

9.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

9.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

9.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

9.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

9.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

9.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

9.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

9.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Chisholm Trail Special Utility District
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103

COUNTY:

Williamson County
710 Main Street, Suite 101
Attn: Judge Dan A. Gattis
Telephone: (512) 943-1577

9.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A -	Project Area
Exhibit B -	Replacement Easements (tracts)
Exhibit C -	Description of Waterline Improvements
Exhibit D-	Form of Bill of Sale
Exhibit E-	Budget for internal District Waterline Costs
Exhibit F-	Betterment Area
Exhibit G-	Betterment Improvements

9.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

9.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

**CHISHOLM TRAIL SPECIAL UTILITY
DISTRICT:**

Secretary

By: _____
Printed Name: _____
Title: President

Date: _____

ATTEST:

WILLIAMSON COUNTY:

County Clerk

By: _____
Printed Name: _____
Title: County Judge

Date: _____

DRAFT

EXHIBIT “A”

PROJECT AREA

The Project Area shall extend from Engineering Station 272+01 to Engineering Station 457+12.99, as such engineering stations are identified on the plans for the Project.

DRAFT

EXHIBIT “B”

REPLACEMENT EASEMENTS (LOCATION)

The Replacement Easements in the form attached hereto shall be obtained on the following tracts of real property:

Parcel #	Owner	Williamson County Doc. #
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

19		
20		
21		
22		
23		
24		

Note- This list is preliminary and shall change as necessary to accomplish the Waterline Improvements.

EXHIBIT “C”

DESCRIPTION OF WATERLINE IMPROVEMENTS AND LIMITS OF CONFLICT

DRAFT

EXHIBIT “D”
FORM BILL OF SALE AND ASSIGNMENT

DRAFT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

Grantee: _____

Grantee's Mailing Address (including county):

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.

Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

- a) the Facilities as described on Exhibit "A"; and,
- b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" dated _____. 2009, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “E”

BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District’s administrative and employee costs for the Project will not exceed \$_____ without prior written approval from the County. This exhibit shall not be construed to limit the County’s obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

EXHIBIT “F”

BETTERMENT AREA

DRAFT

EXHIBIT G
BETTERMENT IMPROVEMENTS

DRAFT

CDBG-R Recommendation
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Sally Bardwell, HUD Grants
Submitted For: Sally Bardwell
Department: HUD Grants
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the recommended project, Jarrell City Sewer System, for the Community Development Block Grant Recovery Funds in the amount of \$297,718.

Background

The County has been allocated CDBG-R funds in the amount of \$297,718 to be used to benefit low-moderate income households and/or areas. It is recommended that the funds be allocated to infrastructure projects that are shovel ready. The Jarrell City Sewer Project is in progress and would be ready to proceed with using the CDBG-R funding once it becomes available.

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: Sally Bardwell
Started On: 05/20/2009 05:15 PM
Final Approval Date: 05/21/2009

Round Rock Annex
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

Background

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: Mary Clark Started On: 04/29/2009 03:29 PM
Final Approval Date: 04/30/2009

Audit Committee Appointments
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Julie Kiley, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action to amend the Audit Committee Resolution to add a third citizens member and appoint audit committee members.

Background

On January 16, 2007 the Commissioners Court adopted a resolution to create the Audit Committee. The Committee includes the County Judge as an ex officio member, a County Commissioner, and 2 Citizen Members whose qualifications shall include some financial expertise such as an understanding of GAAP and financial reporting or experience in preparing or auditing financial statements. The committee is recommending adding a third citizens member. Attached is a copy of the resolution.

The Commissioners Court Member is Commissioner Covey.

Laura Wiess is a citizens member appointed last year and will begin her 2nd year of a three year term.

Dr. Fred Sellers has agreed to serve another 3 year term if the court would reappoint him. Kellie Bolin whose bio is attached has agreed to serve in the new citizens member appointment if the court would appoint her.

Please feel free to contact me if you have any questions.

Thank you,

Julie Kiley
First Assistant County Auditor
512-943-1552
jkiley@wilco.org

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Bio for Kellie Bolin](#)

Link: [Audit Committee Resolution](#)

Form Routing/Status

Form Started By: Julie
Kiley

Started On: 05/21/2009 08:02
AM

Final Approval Date: 05/21/2009

Bio - May 2009

Kellie L. Bolin

Certified Public Accountant

Kellie Bolin resides in Round Rock, Texas, and Williamson County and has been a resident there for 23 years. She is a Certified Public Accountant and is currently pursuing the development of her own accounting practice to serve Round Rock, Georgetown, and surrounding communities. Kellie was a member of the executive team at St. David's Round Rock Medical Center as Chief Financial Officer/Ethics and Compliance Officer for ten years and has over 25 years experience in hospital/healthcare finance and operations. Prior to her role at RPMC, Kellie had the unique opportunity of opening and operating a women's hospital in Austin in a CFO/COO capacity. She also worked for St. David's Hospital in Austin for approximately 10 years in various financial roles before leaving her last position there as Controller in 1996.

Kellie is a native of New Mexico and a graduate of New Mexico State University. She earned her CPA license in Texas in 1992.

Kellie currently serves on the YMCA Camp Twin Lakes Board and chairs the Program Development Committee, in addition to serving on other related Camp Twin Lakes committees. She is a member of Professional Women of Williamson County, South Texas Chapter of Healthcare Financial Management Association, National Society of Accountants, American Institute of Certified Public Accountants, and Women Impacting the Nation (WIN).

The most important aspect of Kellie's life is her thirteen year-old son who is an all-around athlete with a passion for basketball and a member of National Junior Honor Society. In addition to shooting hoops with her son, Kellie enjoys cooking, gardening, skiing, fishing, interior decorating, and volunteering in her spare time.

STATE OF TEXAS

THE COMMISSIONERS COURT OF

COUNTY OF WILLIAMSON

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 16th day of January, 2007, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:

Lisa Birkman, Commissioner, Pct. #1

Cynthia Long, Commissioner, Pct. #2

Valerie Covey, Commissioner, Pct. #3

Ron Morrison, Commissioner, Pct. #4

Nancy Rister, County Clerk

and at said meeting, among other business, the Court considered the following

RESOLUTION

Whereas, *The Williamson County Audit Committee is being defined and created with the adoption of this resolution, and*

Whereas, *Local Government Code 115.031 defines the Commissioner's Court responsibilities in hiring the Independent Auditor, and*

Whereas, *The Williamson County Commissioner's Court desires to create an Audit Committee to oversee and communicate the findings of the Independent Audit, and*


Whereas, *The Williamson County Audit Committee objectives will be:*
a. Monitor the Counties Independent Audit (i.e., Outside Audit)
b. Review any Request for Proposal for Independent Audit Services
c. Make recommendations to the Commissioner's Court in regards to Independent Audit and award of Independent Audit Services

Whereas, *The Williamson County Audit Committee will be appointed by the Commissioners Court with the membership as defined below:*
County Judge, ex-officio member
County Commissioner
2 Citizen Members whose qualifications shall include some financial expertise such as an understanding of GAAP and financial reporting or experience in preparing or auditing financial statements; and

Whereas, *each Committee Member shall serve a term of three years with the initial appointments staggered to allow for this three year turnover;*

Therefore, The Williamson County Audit Committee should meet with the Independent Audit Firm at least once at the inception of the Audit process annually and once at the completion of the audit process to review the Management Letter and Draft Financial Report. At the completion of the audit a report, to include any recommendations from the committee shall be provided to the Commissioner's Court in regards to the Independent Audit.

RESOLVED this 16th day of January, 2007.



Dan A. Gattis,, County Judge

1-27-07

Attest:



Nancy E. Rister, County Clerk

Justice Center Upgrade Grant
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Edward Byrne Memorial Justice Assistance Grant (JAG) application for funding through CAPCOG.

Background

The Court approved the application and required resolution for funding on Tuesday, May 19, 2009. The Court requested that the total amount being requested through the grant be presented before submission. The application deadline for the grant is June 1st, 2009.

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: 05/20/2009 02:36 PM
Final Approval Date: 05/21/2009

Discuss and take action on the re-appointment of Bobby Bunte to the ESD #8 Board
Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Terri Countess, Commissioner Pct. #3

Submitted For: Valerie Covey

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on the re-appointment of Bobby Bunte to the ESD #8 Board

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Bunte 2009](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 05/20/2009 10:42 AM

Final Approval Date: 05/21/2009

Bobby Bunte, 53,

I moved to Georgetown with my family when I was a small child. I attended school in Georgetown and am a graduate of Georgetown High School. I joined the Georgetown Volunteer Fire Department in 1977 after being introduced to the fire service through the Explorer Scouts that the fire department sponsored at that time. I held the office of Secretary/Treasurer and Vice President for a number of years during my 25 years of service. I married my wife Donna (Morris) of Georgetown in 1975, and we have two daughters, Kristy (Bunte) Morris of Burnet, and Courtney Bunte of Los Angeles, California. My professional career includes 24 years of service with the IBM Corporation in the product development field in which I held a Mechanical Design position designing computer parts and hardware. I am the recipient of one US Patent for computer hardware and a number of IBM publications for laptop computer features. Prior to IBM, I was employed at Westinghouse in Round Rock as a mechanical designer. I enjoy spending my personal time relaxing with my family and friends. My personal interests are motor sports, fishing, and home improvement projects.

Bobby W. Bunte

2301 C.R. 152 Georgetown, TX 78626
Cell (512) 966-0440 / Home (512) 863-8034
bobbybunte@verizon.net

OBJECTIVE

To leverage my professional skills, accomplishments, personal strengths, and enthusiasm into a design career within the mechanical/electro-mechanical products industry.

EDUCATION

Austin Community College – Austin, TX

1974 - 1975

Two years related study in Mechanical Design/Drafting, Computers, Electronics, Physics, and Technical Report Writing.

IBM Course Work – System and products education, Import/Export compliance, HAZCOM safety, and ISO9000 training.

EXPERIENCE

IBM Corporation, Austin, TX

December, 1984 – February, 2009

Advanced Technical Specialist – Mechanical Design 1996 - present

Senior Design Specialist 1990 – 1996

Mechanical Designer – contract to hire 1984 - 1990

- Specialize in mechanical design and electronic packaging of blade servers, and rack mounted drawer servers. Past projects included desk side servers, printers, tool processes, and portable notebooks. Design work includes sheet metal chassis and enclosure design; injection molded plastic bezels, covers, and other high volume component parts; mechanical layout of printed circuit boards; connectors; cables; and labels to meet company schedules. Collaborate with card design, thermal analysis, acoustics, EMC, human factors, and fragility test engineers to incorporate all design specifications to meet all commitments for cross team deliverables. Interface with thermal analysis for thermal-mechanical modeling. Collaborate with card design to define component placement and restrictions for pcb's. Utilize system tools to convert and import Allegro files into ProE files to verify accuracy and mechanical compatibility. Work with outside vendors to transmit and track data files. Produce detail and assembly drawings, drawing revisions, and other engineering documentation using IBM drafting standards (ANSI Y14.5) and release processes. Process engineering change notices, assign part numbers, create and maintain bill of material structures, and all other related activities to complete the release process. Current design work is being done using ProEngineer Wildfire 3.0 and is stored in ProEngineer PDM database. Past responsibilities included PDM administration setting up PDM databases, folders, and assigning authorizations. Experienced team player with excellent written and verbal communication, leadership, and social skills. Detail oriented with organizational and planning skills. Maintain all channels of communication and flexibility by being able to work from anywhere.
- Provide model shop machining and rework services for building prototypes and test fixtures used in card bring-up labs. Machine heatsinks and other components for thermocouple installation, and fabricate air flow test parts for thermal test and analysis. Assembled control panels for a processor test machine. Proficient with all standard hand tools and other powered shop tools. Perform duties as chemical coordinator for the Austin machine shop and maintain satisfactory audit readiness.

PRIOR DESIGN EXPERIENCE

- Industrial electric motors, control panel instrumentation, aviation radar system, medical products, residential construction plans, and survey plats. Detailed information upon request.

TECHNICAL SKILLS

- ProEngineer Wildfire 3.0, ProEngineer 2001, ProEngineer 17.0, ProEngineer 13.0. Total of 8 years use.
- ProEngineer PDM, ProEngineer Intralink
- CATIA V5, Completed training class, < 200 hrs use. CATIA 4.2.2. Total of 7 years use.
- CADAM 30.3, 19.5. Total of 14 years use.
- ISO 9000, ANSI Y14.5
- Proficient with Allegro Viewer 16.0, Microsoft Word, Excel, PowerPoint, Outlook, Internet

PATENTS AND PUBLICATIONS

- **IBM TECHNICAL DISCLOSURE BULLETINS** – Paper Roll Door for a Printer in a Handheld Computer (No. BC8-91-0432); Alien Ground Strap – (to prevent uncontrolled electrostatic discharge to a printed circuit board), (No. AT8-93-0225); Positive Door Latch Housing Mechanism (No. BC8-91-0372); Door For Hand Held Computer (No. BC8-91-0431).
- **US PATENT** – Latchine Cam Bezel for an Electronic Package

Resolution supporting the 2010 Census
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Peggy Vasquez, County Judge
Submitted For: Dan Gattis
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding a Resolution Affirming Williamson Counties support of and partnership with the 2010 Census.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Resolution supporting the 2010 Census](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 05/19/2009 03:33 PM
Final Approval Date: 05/21/2009



A RESOLUTION AFFIRMING

WILLIAMSON COUNTIES

Support of and partnership with the 2010 Census.

WHEREAS the U.S. Census Bureau is required by the Constitution of the United States of America to conduct a count of the population and provides a historic opportunity for WILLIAMSON COUNTY to help shape the foundation of our society and play an active role in American democracy;

WHEREAS WILLIAMSON COUNTY is committed to ensuring every resident is counted;

WHEREAS more than \$300 billion per year in federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based on census data, including healthcare, community development, housing, education, transportation, social services, employment, and much more;

WHEREAS census data determine how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts;

WHEREAS the 2010 Census creates hundreds of thousands of jobs across the nation;

WHEREAS every Census Bureau worker takes a lifetime oath to protect confidentiality and ensure that data identifying respondents or their household not be released or shared for 72 years;

WHEREAS a united voice from businesses, government, community-based and faith-based organizations, educators, media and others will allow the 2010 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2010 Census;

Now, therefore, BE IT RESOLVED that WILLIAMSON COUNTY:

1. Supports the goals and ideals for the 2010 Census and will disseminate 2010 Census information to encourage participation.
2. Asks its affiliates and membership to partner together to achieve an accurate and complete count.
3. Encourage people in WILLIAMSON COUNTY to participate in events and initiatives that will raise overall awareness of the 2010 Census and increase participation among all populations.

Signature _____

Name: DAN A. GATTIS

Title: Williamson County Judge

VINE Grant Contract

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Peggy Braun, Sheriff

Submitted For: Peggy Braun

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on FY 2010 Texas Victim Information and Notification Everyday (VINE) Annual Maintenance Grant Contract.

Background

See attached contract.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [VINE](#)

Form Routing/Status

Form Started By: Peggy Braun Started On: 05/21/2009 08:07 AM

Final Approval Date: 05/21/2009

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND WILLIAMSON COUNTY
FOR THE STATE FISCAL YEAR 2010**

OAG Contract No. 1013085

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Williamson County (COUNTY). The Office of the Attorney General and COUNTY may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG SAVNS grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse COUNTY for certain cost incurred in the implementation and operation of its portion of the statewide crime victim notification service ("SAVNS"). To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for eligible expenses related to services delivered to COUNTY by the vendor certified by the OAG to provide certain services to the COUNTY.

A Request for Proposals (RFP) for Statewide Automated Victim Services was published November 28, 2005. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim services. The certification is stated in that certain document dated January 13, 2006, as renewed until August 31, 2009, by document dated June 25, 2007, and entitled: Vendor Certification for the Statewide Automated Victim Notification Service. This document is hereinafter referred to as the "Certification" and is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas ("Certified Vendor").

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on the later of September 1, 2009 or the date of the signature by the OAG executing this contract, (being the date shown on this contract as the date executed by OAG); and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2010.

2.2 Option to Extend Service Period (Term). This contract may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this contract. Extending the Service Period (Term) does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3 COUNTY'S CONTRACTUAL SERVICES

3.1. County Services Agreement. COUNTY will execute a "County Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the Certification document. The County Services Agreement will include terms and conditions that are intended to provide the COUNTY such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the Certification document.

For the convenience of COUNTY, a template services agreement will be made available to COUNTY. The OAG is not acting as an attorney for the COUNTY, therefore the COUNTY is advised to have attorneys of its choice to review and modify the template services agreement to protect the interest of the COUNTY and to ensure that the appropriate level of services will be delivered.

3.2 County Maintenance Plan. COUNTY agrees to maintain the services in a manner consistent with the "County Maintenance Plan." The COUNTY will establish and maintain a COUNTY Maintenance Plan that at a minimum is designed to:

- 3.2.1. Make available offender information that is timely, accurate and relevant to support the victim notification services;
- 3.2.2 Verify the Certified Vendor's performance according to County Services Agreement;
- 3.2.3 Satisfactorily discharge COUNTY obligations as described in the County Services Agreement; and
- 3.2.4 Identify and dedicate COUNTY staff, resources and equipment necessary to maintain the services in the County Services Agreement.

3.3 County Service Levels. In addition to other service levels that COUNTY may impose, COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor as provided in the COUNTY Services Agreement as well as this contract. In particular, COUNTY will:

- 3.3.1. Execute a COUNTY Services Agreement Renewal Notice with the Certified Vendor, for the Service Period (Term) that coincides with the Service Period (Term) of this contract.
- 3.3.2. Verify that the COUNTY input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.
- 3.3.3. Establish a COUNTY VINE log for the purpose of recording all problems noted with the system; to whom the problem was referred, and when the problem was resolved.
- 3.3.4. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.
- 3.3.5. The County Judge may delegate the responsibility for assuring these activities are

accurately reported to the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.

3.3.6. Allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist the OAG, COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Support of Statewide Deliverables. COUNTY will reasonable cooperate with the OAG in implementing the Statewide deliverables. The "Statewide Deliverables" describe the services and structure of the victim notification system on a statewide basis. The OAG may update or modify the Statewide Deliverables from time to time, with the appropriate input from the Statewide Stakeholders Committee. The Statewide Deliverables are incorporated herein by reference. To the extent the Statewide Deliverables are relevant to this SAVNS Maintenance contract, the Statewide Deliverables, include, but are not limited to, the following:

S-01	Service Specification
S-02	Questionnaire Template
S-03	Statewide Implementation Plan
S-04	Stakeholder Communication Plan
S-05	Call Center Infrastructure
S-06	County Implementation Plan Template
S-07	Web Sites(s)
S-08	Statewide Promotions Package
S-09	Internal Test Guide
S-10	Statewide Implementation Status Reports
S-11	Service Level Standards
S-12	Service Performance Reports
V-01	Vendor Certification

3.5 County Deliverables. The "County Deliverables" reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY. The County Deliverables, both general and as customized, are incorporated herein by reference. COUNTY implements the County Deliverables through the County Services Agreement. To the extent the County Deliverables are relevant to this SAVNS Maintenance contract, the County Deliverables include, but are not limited to, the following:

C-02	County Implementation Plan
C-03	County Infrastructure
C-04	Application Interface
C-05	Customer Verification Plan
C-06	County Support Document
C-07	County Promotions Package
C-08	Production Notice
C-09	County Web Access

3.6 Data Extract. To the extent permitted by law, COUNTY agrees to provide the OAG with a copy of data transmitted by COUNTY to the Certified Vendor. COUNTY authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.7 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, COUNTY agrees to faithfully, timely and in a good-and-workman-like manner implement and maintain the services in compliance with the Scope of Services. COUNTY shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4 REQUIRED REPORTS

4.1 Required Reports; Form of Reports; Filings with OAG. COUNTY shall forward to the OAG, the applicable reports on forms as specified by the OAG. COUNTY shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that COUNTY is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from COUNTY.

4.2 Audit Reports and Other Documents. COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

- a. Thirty (30) days after the issuance of the audit report; or
- b. Within nine (9) months after the end of the audited fiscal year for that COUNTY whose fiscal year begins on or after October 1.

4.3 Cooperation. COUNTY shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by Certified Vendor which may be conducted by the OAG or its designees.

SECTION 5 FINANCIAL MATTERS AND REIMBURSEMENTS

5.1 Exhibit A – Allowable Expenditure Amount. COUNTY shall immediately review the allowable expenditures as shown on Exhibit A.

5.2 Time Period and Form of Invoice. The OAG's liability to pay and the COUNTY's ability to seek reimbursement will be in (1) time-period of up to 12-months period of time. Upon submission and approval of the COUNTY's request for reimbursement, the COUNTY will receive up to the full amount of "Total Grant Funds Available" as noted in Exhibit A. The payments made to COUNTY shall not exceed its actual and allowable allocable costs to provide the services under this contract. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Complete invoice submission instructions are described in the Texas VINE Program Request Procedures for

FY 2010 Maintenance Expenses packet. The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG may from time to time require different or additional supporting documentation.

The COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. The COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

5.3 Reimbursable Cost; Generally Upon evidence of satisfactory compliance with the terms and conditions of this contract, the OAG will reimburse COUNTY, subject to the limitation of liability in Exhibit A, for such actual, reasonable and necessary amounts expended in the performance of this contract. Only those costs allowable under applicable cost principles are eligible for reimbursement under this contract. The COUNTY acknowledges that it is a sub-recipient of state funds and/or federal funds. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply if state funds are involved; (if federal funds are involved, there are additional requirements and attached exhibits):

<u>Cost Principles</u>	<u>Administrative Requirements</u>	<u>Audit Requirements</u>
OMB A-87 as modified by UGMS	OMB A-102 as modified by UGMS	OMB A-133 as modified by UGMS
Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Texas State Single Audit Circular

For purposes of this contract, the COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency(ies)" shall be expanded to read "Federal or State Grant Agency(ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by the COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period. Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

If the COUNTY expends \$500,000 or more in state or federal financial assistance during its fiscal year, it shall arrange for a Single Audit of that fiscal year. The audit must be conducted by an independent auditor and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities. If the COUNTY is expending less than \$500,000 in total state or federal financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

5.4 No Supplanting. COUNTY will not supplant [use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract] but rather shall use funds from this contract to supplement existing funds. COUNTY shall use the funds from this contract to increase state or local funds currently available for a particular activity. COUNTY will make a good faith effort to maintain its current level of support. COUNTY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this contract.

5.5 Direct Deposit. The COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing the COUNTY with copies of reimbursement vouchers.

5.6 Excess Payments; Refund; Setoff. Payment under this contract will not foreclose the right of the OAG to recover excessive or unallowable payments from the COUNTY. The COUNTY shall refund to the OAG within thirty (30) calendar days from date of the OAG's request to repay the OAG any funds the COUNTY claimed and received from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to the COUNTY to offset any reimbursement made to the COUNTY for any excessive or ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the COUNTY.

5.7 Limited Pre-Reimbursement Funding to COUNTY. In lieu of the reimbursement processes addressed above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to COUNTY. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed County Services Agreement Renewal Notice with the Certified Vendor for the time period covered by the pre-reimbursement funding request;
- b. An invoice from the Certified Vendor which includes the dates covered under the Standard Maintenance Phase;
- c. A completed OAG form titled Verification of Continuing Production;
- d. An invoice to the OAG that complies with the requirements of the OAG Template Invoice; and
- e. A written justification explaining the need for pre-reimbursement funding.

The COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the COUNTY'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the COUNTY Service Contract.

5.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. COUNTY shall follow UGMS or any other applicable OMB Circulars, with regard to usage of the contract funds to acquire equipment. COUNTY shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. COUNTY shall permanently identify all equipment purchased under this

contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

COUNTY will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event COUNTY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses COUNTY for its purchase of equipment and supplies with funds from this contract, COUNTY agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

5.9 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that reimbursement from grant funds is not an entitlement or right and that it may not be reimbursed for such actual, reasonable and necessary amounts and costs incurred or expenses paid unless the COUNTY strictly complies with all terms, conditions, and provisions of this contract.

SECTION 6. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

6.1 Reimbursable Amount and Limitation of Liability. Those provisions of this contract are contained in the attached Exhibit A. The OAG is not obligated to reimburse expenses that are incurred prior to the commencement of this contract or after the termination of this contract.

The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purports to increase the liability of the OAG is void, without first executing a written amendment to this contract specifically amending this provision. The parties acknowledge and agree that nothing in this contract will be interpreted to create an obligation or liability in excess of the funds currently stated in this contract.

6.2 Funding Limitation. The parties stipulate and agree that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. The parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the Purpose of this contract.

SECTION 7. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by COUNTY. The OAG may require submission of information via facsimile or in an electronic format, including via the internet and/or a web-based data collection method. Unless otherwise indicated by the OAG in writing, the submission of information to the OAG will be by hard-copy to the addresses listed as follows:

- 7.1 Information, Excluding Invoices.** All correspondence, reports or notices, except invoices, must be submitted to:

Grants Management
Office of the Attorney General
Grants Administration Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

- 7.2 Invoices.** All invoices must be submitted to:

Grants Financial Management
Office of the Attorney General
Grants Administration Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

SECTION 8. TERMINATION

- 8.1 Termination for Convenience.** Either Party may, in its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to other party.

- 8.2 Termination for Cause** In the event that COUNTY fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to COUNTY, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

- 8.3 Rights Upon Termination or Expiration.** Upon termination or expiration of this contract, the OAG will not reimburse COUNTY, if after the notice of termination or expiration of this contract, the COUNTY thereafter receives services from the Certified Vendor.

If the COUNTY terminates for convenience under Section 8.1, or if the OAG terminates under Section 8.2 before the purpose of this contract is accomplished, then the OAG may require the COUNTY to refund all or some of the grant funds paid under this contract.

The following terms and conditions survive the termination or expiration of this contract: Section 3.6 - Data Extract; Section 4 - Required Reports; Sections 5.2, 5.3, 5.4, 5.6 and 5.8 - Financial Matters and Reimbursements; Section 6 - Reimbursable Amount and Limitation of Liability; Section 9 - Records Retention and Access; Audit Requirements; Sections 11.1, 11.2, 11.6 and 11.7 - Special Terms and Conditions, Section 12 - Construction of Contract and Amendments.

Upon the OAG request, the COUNTY shall deliver to the OAG all work product, deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this contract shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this contract.

8.4 Notice to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 9. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

9.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

9.2 Records Retention COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

9.3 Audit Trails. COUNTY shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

9.4 Access. COUNTY shall grant access to and make available copies of all data extracts described in Section 3.6, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

9.5 Location. Any audit of documents listed in Section 9.4 shall be conducted at the COUNTY's principal place of business and/or the location(s) of the COUNTY's operations during the COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a

subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 9.

9.6 Reimbursement. If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse OAG for the amount of any overcharge, unallowable or excessive amount.

9.7 Reports. COUNTY shall provide to OAG periodic status reports in accordance with OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, UGMA, UGMS, and Other Relevant Authorities. COUNTY agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of COUNTY under this contract, including any authorities relating to programmatic, financial, accounting auditing and/or funding. COUNTY agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, and UGMS, as amended by revised federal circulars incorporated in UGMS by the Governor's Budget and Planning Office. COUNTY also shall comply with all applicable federal and state assurances and certifications contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, §14, State Assurances.

10.2 Licenses, Certifications and other Authorizations. COUNTY agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of COUNTY's business or operations. COUNTY agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

10.3 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. COUNTY agrees to strictly comply with the requirements and obligation described in Exhibit B.

10.4 Conflicts of Interest; Disclosure of Conflicts. COUNTY has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. COUNTY will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. COUNTY will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. COUNTY must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. COUNTY expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of COUNTY be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of their contractors shall be considered to be solely the employees or agents of COUNTY or the contractors. COUNTY shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, COUNTY or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and COUNTY and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. To the extent allowed by law, COUNTY agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the COUNTY, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity; Intellectual Property. It is expressly agreed that COUNTY may not name the OAG in general or the Attorney General of the State of Texas specifically, in any publication, promotion, marketing, media release, public service announcement, or any other type of communication by COUNTY (nor may COUNTY authorize anyone else to do so), without the express written consent of the OAG.

COUNTY understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and COUNTY hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.3 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by COUNTY is for the sole benefit of COUNTY and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.4 No Subcontracting or Assignment Without Prior Written Approval of OAG. COUNTY may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.5 No Grants to Certain Organizations. Consistent with the OAG's Appropriation, Rider 12, in H.B. No. 1, Article I, Strategy C.1.2, Victims Assistance, 80th Leg. Reg. Sess. (2007), COUNTY confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.6 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.7 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, COUNTY hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that COUNTY is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including Exhibits A and B and Incorporated Documents. This contract, including Exhibits A and B, and any other documents incorporated by reference, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Exhibit A and B are attached and incorporated herein. By executing this contract, COUNTY agrees to strictly comply with the requirements and obligations of this contract, including Exhibits A and B and any other documents incorporated by reference.

12.3 Amendment. This contract shall not be modified or amended in any way except in writing, signed by an authorized person of the Parties for that express purpose. Any properly executed modifications or amendments of this contract shall be binding upon the Parties and it presumed to be supported by adequate consideration. Any attempted modification or amendment of this contract that does not comply with this Section will be deemed voidable at the sole option of the OAG.

12.4 Partial Invalidity; Non-waiver. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect. The failure of any Party to

insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.5 Counterparts. This contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

Office of the Attorney General of Texas

Williamson County, Texas

Attorney General or designee

Judge Dan Gattis

Printed Name

Printed Name

Date: _____

Date: _____

EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND WILLIAMSON COUNTY
FOR THE STATE FISCAL YEAR 2010**

OAG Contract No. 1013085

Population Size: Large

The OAG will reimburse COUNTY for allowable SAVNS expenditures as follows:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds Available
Standard Maintenance Phase	\$25,817	\$ 4,291	12	\$30,108

Service Period (Term). The Service Period (Term) of this contract is stated in Section 2.1 of the Contract.

The maximum number of months is provided above. If this contract does not commence before September 1, 2009, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

Limitation of Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY for any type of liability directly or indirectly arising out of this contract and in consideration of COUNTY'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the COUNTY for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

THIRTY THOUSAND ONE HUNDRED EIGHT and NO/100 (\$30,108)

EXHIBIT B

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND WILLIAMSON COUNTY FOR THE STATE FISCAL YEAR 2010

OAG Contract No. 1013085

**The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14;
Promulgated by the Office of the Governor, State of Texas,
Establish the following assurances applicable to recipients of state grant funds:**

- (1) COUNTY must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) COUNTY must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) COUNTY must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) COUNTY must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) COUNTY that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. COUNTY shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) COUNTY must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. COUNTY shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) COUNTY will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) COUNTY, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) COUNTY, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) COUNTY will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) COUNTY will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) COUNTY, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) COUNTY, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood

insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) COUNTY, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) COUNTY, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) COUNTY, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) COUNTY, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) COUNTY, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) COUNTY, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) COUNTY, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) COUNTY, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) COUNTY, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) COUNTY must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Chandler Road Phase III B Project
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of June 24, 2009 at 3:00pm in the Purchasing Department to receive bids for the Chandler Road Phase III B project, Bid# 09WC717.

Background

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: Patrick Strittmatter Started On: 05/20/2009 01:30 PM

Final Approval Date: 05/21/2009

Third Party Administrator for the County Indigent Health Care Program
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider acknowledging proposals received for RFP# 09WCP814, THIRD PARTY ADMINISTRATOR FOR THE WILLIAMSON COUNTY INDIGENT HEALTH CARE PROGRAM, and recognizing that the best proposer is WEB-TPA, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [TPA Recommendation](#)

Link: [TPA Analysis](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 05/20/2009 01:40 PM

Final Approval Date: 05/21/2009

Anita Martinez, WCCHD Interim Director

Cynthia Guerrero, Director of Community Health and Social Services



May 15, 2009

To: Judge Dan A. Gattis and Williamson County Commissioners
From: Bride Roberts, CIHCP Coordinator, Williamson County and Cities Health District

Following an in-depth review of the responses to Williamson County's Request for Proposal for Third Party Administrator (TPA) services for the County Indigent Health Care Program, we are prepared to recommend that Williamson County contract with WEB-TPA Employer Services, LLC, a subsidiary of AmWINS Group Benefits, to provide such services.

Members of the review committee included: Julie Kiley, Donna Baker and David Dukes from the County Auditor's office, Jonathan Harris and Patrick Strittmatter of Purchasing, and Dina Cavazos, Gracie Saucedo and Bride Roberts of Williamson County & Cities Health District.

The process of reviewing proposals was conducted in the following manner:

4/23/09 Bids were received, opened, and distributed to reviewers

4/24/09 The review committee met to evaluate bids. The top ranking bidders were identified, interviews scheduled.

5/7/09 Interviews were conducted with WEB-TPA and CARE. Mediview, also among the top three ranked bidders, was not interviewed. As Mediview is the incumbent TPA, we have worked extensively with this company for two and one half years, and judged that our knowledge of their services and expertise was sufficient for our purposes.

5/14/09 The review committee met again to review the summary information on all bid submissions. (see attached analysis, comparing qualifications and pricing)

This committee agreed to recommend to the Williamson County Commissioners that WEB-TPA Employer Services, LLP, be contracted as bid to provide TPA services for the CIHCP program. WEB-TPA agreed to address all requirements delineated in the Request for Proposal, offered pricing of administrative services significantly lower than all other bidders, and offered pharmacy pricing lower than that provided by our current carrier.

WEB-TPA is national TPA with headquarters in Irving, Texas and claims offices in San Antonio, Texas and Stuart, Florida. Developed ten years ago in Texas, the company is owned by AmWINS. The company offers the full spectrum of services required by the WilCo Care program. They will seek to secure contracts with additional medical providers in the Williamson County community.

WEB-TPA provides TPA services to many entities in Texas and nationally, including Leander Independent School District, City of Euless, Texas, and Charter Health Plan of Sarasota, Florida. Their provider network in this area is Texas True Choice, which contracts for CHIP providers at Medicaid payment rates in this region.

Two contacts with references provided by WEB-TPA have assured us of those parties satisfaction with the services provided.

On behalf of the members of the review committee, I respectfully submit this recommendation. This action item will be on the Commissioners Court agenda for Tuesday, May 26, 2009. The summary and comparison of bid responses is attached for your review.

Sincerely,

Bride Roberts, LBSW
CIHCP Coordinator
Williamson County & Cities Health District

TPA Service & Cost Analysis

Vendor:	WEB-TPA (AmWINS)	Mediview	CARE	CGA
Claims Administration for Medical and Prescription	States ability to handle multiple plan options, can process claims accordingly/	Incumbent provider--handling these services presently	Claims info stored in imaging system.	Contract w/Emdeon to process claims checks & EOB's to payees
Claims turnaround	90% w/in 14 days	98.5% w/in 30 days (our experience has shown about 50% of claims comply with this time frame)	95% w/in 14 days	90% w/in 10 days
Utilization Review for medical/surgical	UM/CM internal, experienced Rn's, physician specialist panel--	UM/CM internal, experienced Rn's, physician specialist panel--	UR/CM provided by Spectrum Review Services (SRS)	UR/CM provided by Cardinal Utilization Mgmt, staffed in CGA offices, online w/claims system
Large Case Management	UM/CM internal, experienced Rn's, physician specialist panel--LCM priced at \$125/hr additional to other admin fees. WilCo staff can access UM/CM notes online, can have direct access to call or email case managers.	Large case management internal, included in admin fees	LCM priced at \$100/hr additional to other admin fees, "when initiated and approved by client"	LCM provided by Cardinal Utilization Mgmt, no additional fees specified
Pre-Certification Services	Included--preadmission cert. & monitor length of stay	Included--preadmission cert. & monitor length of stay	Included--preadmission cert. & monitor length of stay	Not specified--normal TPA service
ID cards provided to clients	Custom ID cards provided to clients	Custom ID cards provided to clients	Custom ID cards provided to clients	Not specified--usual TPA service
Member/provider services	Dedicated 1-800 customer service line, 7am to 7pm CST, after hours voice mail, email. Customized self service website for members, providers, WilCo team.	Dedicated 1-800 customer service line 8-5 CST(Eng/Span), voicemail, email, online access for providers & WilCo team	1-800 Customer service line 8:00-4:30 CST, after hours voice mail, email.	Customer service line 8am-5pm CST, Eng/Span, after hours voice mail, email. Customer service & WilCo access to customizable internet site, WebXchange.
Development of Provider Network	Provider network in this area: Texas True Choice--good feedback from Leander ISD on this network. See website. Agree to recruit providers, on CBC basis if needed. Will pursue TTC contracted CHIP providers 1st, who already accept Mcd rates. Agreed to pursue contract w/S&W system.	Proprietary provider network--ARC--have built current WilCo provider network, continue adding on. Recruit CBC as needed.	Provider relations dept can expand network. States that provider relations negotiations a strength--20 years experience. Have excellent relationship w /S&W system, have agreement for S&W to serve us thru their network if chosen. Can recruit CBC if needed.	Can maintain existing provider network and recruit additional providers, \$125 per provider contract obtained.
Electronic Billing	Included (Current claim receipt 60% electronic)	Included	Included	Included
Financial Reporting	Large number of examples provided, ad hoc reports no charge, can customize reports as needed; reports avail 1st wk of mo for prior mo	Included--handling all current reporting.	Examples of reports provided. Daily claims update, subrogation report. Customized reports to be created as specified by WilCo	>125 reports available. Customized reporting avail, \$125/hr if programming required.

TPA Service & Cost Analysis

Pharmacy Benefit Management	Relationships w/10+ PBM's, recommends IdealScripts--bimonthly invoices (IdealScripts is subsidiary of AmWINS Group)	Current contract with Express Scripts, covers all WilCo pharmacies--bimonthly invoices	Employer Health Options (EHO) current PBM. 56 county locations. Loaded to PBM database same day added to TPA database.	Relationships w/6+ national PBM's, including ExpressScripts--current WilCo contractor.
IT Services	Proprietary software(iii:PUT). Can accommodate daily excel spreadsheet upload. WilCo staff can have read only access to claims data.Auto-ajudication capability (applicable for WilCo?) (Highly developed IT dept-can handle automated EDI; various methods for immediate eligibility termination including Wilco access)	Currently utilizing EZCAP claims mgmt system. Can accommodate daily excel spreadsheet upload. Manual entry of multiple eligibility categories. WilCo staff have read only access to claims data.	3 programmers on staff. Can accommodate daily excel spreadsheet upload.Can modify in house system to accommodate multiple eligibility categories. Wilco staff can access standard reports, claims mgmt data on CARE website.(Website viewed during interview shows still under construction)	Utilizing ECI Healthpac 4.2, can accommodate multiple categories, plans & tiers. WilCo staff can view claims info, EOB's, accumulators, etc on internet site. Auto-ajudication capability (applicable for WilCo?)
Locations	Irving and San Antonio, Tx; Stuart, FLA	Austin, Texas	Temple, Texas	Ohio and Georgia
Rate guarantee period	2 year price guarantee given, with a 5% increase cap in Year 3	Not stated	Agrees to give guaranteed 3 yr pricing	Not stated
References	City of Euless, Leander ISD, Charter Health Plan (see summary notes of calls to references)	UTMB Health Plans, Travis Co Healthcare District, Seton Health Plan	United Transportation Union Retired Yardmasters Health Plan, Danhil Containers II (only 2 given)	Moses Cone Health System, Phoebe Putney Memorial Hospital, Dorminy Medical Center
Interviewed	Interviewed 5/7/09, 9 am	Incumbent provider, review committee elected not to interview--scope and level of service well understood, no new offerings in proposal	Interviewed 5/7/09, 10:30 am	Identified as 4th ranked proposal, no interview
Total est admin cost/yr, based on avg enrollment 700/mo	\$121,200	\$144,900	\$177,600	\$207,060
Pharmacy pricing based on 2008 claims	\$684,040	\$757,156	\$626,067	
Ranking--after pricing comparison & interviews	1	2	3	4

Advertisement Requests for Proposals for Employee Assistance Program (EAP) and
Workers Compensation for Williamson County
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of June 16, 2009 at 2:00pm in the Purchasing Department to receive proposals for the Williamson County Employee Assistance Program (EAP) and Worker's Compensation Insurance.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	05/21/2009 11:38 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	05/21/2009 12:16 PM	APRV

Form Started By: Kerstin Hancock Started On: 05/21/2009 08:43 AM

Final Approval Date: 05/21/2009

Advertisement Invitation for Bid for Power Stretchers for Williamson County EMS
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Kerstin Hancock, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of June 17, 2009 at 2:30pm to accept bids in the Williamson County Purchasing Department for Power Stretchers for Williamson County EMS.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	05/21/2009 11:38 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	05/21/2009 12:16 PM	APRV

Form Started By: Kerstin Hancock

Started On: 05/21/2009 08:50 AM

Final Approval Date: 05/21/2009

BYERS' HOUSE REPAIRS project
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jim Rodgers
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of June 17, 2009 at 2:00pm in the Purchasing Department to receive bids for the BYERS' HOUSE REPAIRS project, Bid# 09WC718.

Background

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: Patrick Strittmatter Started On: 05/21/2009 10:21 AM

Final Approval Date: 05/21/2009

Approva Advertising for EMS Billing Services RFP
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Barry Becker, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of June 17, 2009 at 3:30pm to receive proposals in the Williamson County Purchasing Department for EMS Billing Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	05/21/2009 10:56 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	05/21/2009 12:16 PM	APRV

Form Started By: Barry Becker

Started On: 05/21/2009 10:30 AM

Final Approval Date: 05/21/2009

Approve Month to Month extension of Aramark Contract
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Barry Becker, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information
Agenda Item

Consider approving extension of contract between Williamson County Juvenile Services and Aramark Correctional Food Services on a month to month basis to allow for Texas Department of Agriculture to review renewal contract for the National School Lunch Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Bob Space	05/21/2009 10:57 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	05/21/2009 12:16 PM	APRV

Form Started By: Barry Becker
Started On: 05/21/2009 10:36 AM

Final Approval Date: 05/21/2009

Budget Amendment

Commissioners Court - Regular Session

Date: 05/26/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Jail

Background

The Jail has had an unusually high amount of medical claims from inmates this year. The annual budget of \$420K has been exhausted as of April. This budget amendment in addition to a line item transfer within the Jail budget, should cover claims through the end of this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0570-003316	Jail/Medical	\$400,000	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 05/18/2009 03:03 PM

Final Approval Date: 05/21/2009

Voluntary Duty Pay, B/A, 05/26/09
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for May 2009 Voluntary Duty:

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Voluntary Duty Rev, SO	\$3,369.66	01
	0100.0000.341226	Voluntary Duty Rev, Juv Serv	\$315.06	02
	0100.0000.341230	Voluntary Duty Admin Fee	\$315.68	03

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 05/14/2009 03:48 PM
Final Approval Date: 05/18/2009

Voluntary Duty Pay, B/A, 05/26/09
Commissioners Court - Regular Session

Date: 05/26/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001117	Voluntary Duty Pay	\$2,775.00	01
	0100.0560.002010	FICA	\$212.29	02
	0100.0560.002020	Retirement	\$243.62	03
	0100.0560.002050	Worker's Comp	\$138.75	04
	0100.0576.001117	Voluntary Duty Pay	\$255.00	05
	0100.0576.002010	FICA	\$19.51	06
	0100.0576.002020	Retirement	\$27.80	07
	0100.0576.002050	Worker's Comp	\$12.75	08

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 05/14/2009 04:00 PM
Final Approval Date: 05/18/2009

SANE Exams, B/A, 5/26/09

Commissioners Court - Regular Session

Date: 05/26/2009

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 additional expenditures from the Attorney General's office for the purpose of SANE exams:

Background

Additional SANE exams have been required this fiscal year versus last fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0440.004203	SA Medical Exams	\$5,000.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 05/20/2009 10:28 AM

Final Approval Date: 05/21/2009

SANE Exams, B/A, 5/26/09

Commissioners Court - Regular Session

Date: 05/26/2009

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 additional revenues from the Attorney General's office for the purpose of SANE exams:

Background

Additional funds to be received from state for the increase in SANE exams.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370517	SA Medical Reimbursement	\$5,000.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 05/20/2009 10:37 AM

Final Approval Date: 05/21/2009
