

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 9TH, 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 – 16)

5. To consider a line item transfer for Wireless Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0583-003003	Radio Equipment	9,000.	
To	0100-0583-004548	Radio Repairs	9,000.	

6. Discuss and consider a line item transfer for Commissioner Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0214-004211	Telephone Service	\$500.00	
To	0100-0214-004210	Internet/Email Services	\$500.00	

7. Discuss and consider approving line item transfer for Extension Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-665-005700	Vehicles	10000.00	
To	100-665-004231	Travel	10000.00	

8. Discuss and Take action on road closure for Racine Trail 4th of July Block Party. This road closure has been approved through our road closure process.
9. Consider closing Liberty Walk from Northfield to O'Connor on Sat., July 4th, from 8:00 a.m. until 10:00 a.m. for the Brushy Creek Women's Association annual 4th of July parade and consider loaning cones and barricades.
10. Request the approval of business card purchase of \$49 without a purchase order from Chappell Office products for newly hired Deputy.
11. Consider and take appropriate action on authorizing the transfer of various items to auction/donation/destruction.
- (Complete list filed with official minutes)
12. Discuss and take appropriate action regarding Agreement between Emergency Service District #3 Hutto and Williamson County.
13. Discuss and take appropriate action regarding the rental of a private facility for the Elected Officials/Dept. Heads Retreat.
14. Discuss and consider final plat approval for Forest Creek, Section 38, Pct. 4.
15. Discuss and consider preliminary plat approval for Enclave at the Woods, Pct. 3.

16. Discuss and consider approval of Amended Plat of Lot 25, Leff's Acres, Pct. 3.

REGULAR AGENDA

17. Consider proclaiming June 16th, 2009 as Round Rock Masonic Day in recognition of their 150th Anniversary.
18. Hear annual presentation from the Central Texas Regional Mobility Authority (CTRMA).
19. Consideration and action with respect to a "Resolution Authorizing the Assignment of Inducement Resolution, Reservation of State Ceiling and Approval of Public Hearing".
20. 10:00 a.m. Public Hearing with respect to the financing for AirBorn, Inc. and the issuance by the San Gabriel Industrial Development Corporation of its revenue bonds in an amount not to exceed \$8,000,000 to finance the acquisition and construction of up to a 110,000 square foot manufacturing facility, including the acquisition of land, for AirBorn, Inc. and to pay a portion of the costs of issuance of such revenue bonds.
21. Hear the June 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.
22. Discuss and take appropriate action on road bond program.
23. Discuss and consider approving Klotz Associates, Inc. Supplemental #3 to their US 79, sect. 3 [0204-02-027] Professional Service Agreement (PSA) to allow for the execution of Supplemental #7 to Work Authorization #1.
24. Discuss and consider approving Klotz Associates, Inc. Supplemental #2 to their O'Connor Blvd. extension Professional Service Agreement (PSA) to allow for the execution of Work Authorization #3.
25. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

26. Consider and take appropriate action on Determination Letter and Participation Agreement for Williamson County Road Bond Program for mitigation activities covering improvements to Pond Springs Road.
27. Discuss and consider extending the implementation of the Williamson County Room Rental Policies and Procedures to Oct. 1, 2009.
28. Consider awarding contract to KAHickman Architects and Interior Designers for Architectural Services for Design of Renovations to the Williamson County Tax Assessor/Collector Offices, RFQ# 09WCRFQ906.
29. Consider authorizing advertising and setting Date of June 30, 2009 at 2:00pm to receive bids in the Purchasing Department for Guard Rail Materials.
30. Consider authorizing advertising and setting date of June 30, 2009 at 2:00pm to receive bids in the Purchasing Department for Rubber-Asphalt Crack Sealer
31. Consider authorizing advertising and setting date of June 30, 2009 at 2:30pm to receive bids in the Purchasing Department for Chain Link Fence Material and Services for Williamson County.
32. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$779.00	01

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$779.00	01

34. Discuss and take action on amending the 2008-2009 Budget Order, section V.2(f), and section XXIX.2, for Outside Employment for Off-Duty Peace Officers policy.

EXECUTIVE SESSION

35. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
36. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
37. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
38. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)
39. Discuss and take appropriate action on real estate.
40. Discuss and take appropriate action on pending or contemplated litigation.
41. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
42. Discuss and take appropriate action concerning personnel matters.
43. 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 for Wireless Communications
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: John Sneed, EMS
Submitted For: John Sneed
Department: EMS
Agenda Category: Consent

Information

Agenda Item

To consider a line item transfer for Wireless Communications.

Background

We are repairing more radios then anticipated for this year's budget. This will allow us to send radios back to Motorola for repairs that are no longer covered by the warranty.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0583-003003	Radio Equipment	9,000.	
To	0100-0583-004548	Radio Repairs	9,000.	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/04/2009 11:06 AM	APRV
4	Budget	Ashlie Koenig	06/04/2009 02:57 PM	APRV

Form Started By: John Sneed

Started On: 05/29/2009 02:18 PM

Final Approval Date: 06/04/2009

Air Card Funds

Commissioners Court - Regular Session

Date: 06/09/2009
 Submitted By: Nancy Heath, Commissioner Pct. #4
 Submitted For: Ron Morrison
 Department: Commissioner Pct. #4
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider a line item transfer for Commissioner Precinct 4.

Background

Account funds needed for air card monthly service fee for Precinct 4 laptop computer.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0214-004211	Telephone Service	\$500.00	
To	0100-0214-004210	Internet/Email Services	\$500.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/04/2009 11:07 AM	APRV
4	Budget	Ashlie Koenig	06/04/2009 02:57 PM	APRV

Form Started By: Nancy Heath
 Started On: 06/01/2009 09:36 AM

Final Approval Date: 06/04/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/09/2009

Submitted By: Donna Colburn, Ag Extension

Department: Ag Extension

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving line item transfer for Extension Services

Background

Bob Whitney's travel expense since he turned in his truck is dwindling our Travel line item pretty quick. I think this amount should last us for the rest of the year.

Donna Colburn

Office Manager

Texas AgriLife Extension Service

Williamson County

(512) 943-3300

docolburn@wilco.org

From: Ashlie Koenig

Sent: Thursday, June 04, 2009 2:53 PM

To: Donna Colburn

Subject: LIT

Donna,

You put a LIT on the agenda for Tuesday moving \$10K into Travel out of Vehicles. Can you give me a justification in case the Commissioner's have questions?

Thanks,

Ashlie R. Koenig, Asst. Budget Officer

Office of the Williamson County Judge

710 Main St., Suite 101

Georgetown, TX 78626

Office: 512.943.1551

Fax: 512.943.1662

www.wilco.org

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-665-005700	Vehicles	10000.00	
To	100-665-004231	Travel	10000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/04/2009 11:07 AM	APRV
4	Budget	Ashlie Koenig	06/04/2009 02:57 PM	APRV

Form Started By: Donna Colburn
Started On: 06/03/2009 10:30 AM

Final Approval Date: 06/04/2009

Discuss and Take action on road closure for Racine Trail 4th of July Block Party
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and Take action on road closure for Racine Trail 4th of July Block Party. This road closure has been approved through our road closure process.

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: Terri Countess Started On: 06/04/2009 10:27 AM
Final Approval Date: 06/04/2009

Road Closure - Liberty Walk

Commissioners Court - Regular Session

Date: 06/09/2009
 Submitted By: Mary Clark, Commissioner Pct. #1
 Submitted For: Mary Clark
 Department: Commissioner Pct. #1
 Agenda Category: Consent

Information

Agenda Item

Consider closing Liberty Walk from Northfield to O'Connor on Sat., July 4th, from 8:00 a.m. until 10:00 a.m. for the Brushy Creek Women's Association annual 4th of July parade and consider loaning cones and barricades.

Background

Event Title: Brushy Creek Women's Association - 4th of July Parade

Type of Closure: Special Event

Description: The Brushy Creek Women's Association will be hosting their annual 4th of July parade and festivities on Sat., July 4th. They would like to close Liberty Walk from Northfield to O'Connor. The parade will line up on Liberty Walk near Northfield at 9:00am. The parade will start at 9:30 a.m. and go down Liberty Walk to O'Connor and end at the Cat Hollow Park where the festivities will be. The parade should be complete by 10:00 a.m. They will notify the effected neighbors with door hangers. They would like to borrow cones and barricades as well as the flashing sign if it is available.

Location of Road Closure: Liberty Walk from Northfield to O'Connor in Brushy Creek

Event Start Time: 7/4/2009 8:00 AM

Event End Time: 7/4/2009 10:00 AM

Alternate Dates: none

HeadCount: 750

Requestor First Name: Ricci

Requestor Last Name: Nelson

Requestor Address: Parade Coordinator 7030 Evans Drive Round Rock, TX 78681

Requestor Email: riccinelson@gmail.com

Requestor Primary Telephone: 512.657.8995

Requestor Mobile Phone: 512.657-8995

Event Review Due Date 6/4/2009 10:00 AM

Version: 2.0

Created at 6/3/2009 5:07 PM by Mary Clark

Last modified at 6/3/2009 5:11 PM by Mary Clark

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: 06/03/2009 10:47
AM

Final Approval Date: 06/04/2009

purchase approval

Commissioners Court - Regular Session

Date: 06/09/2009

Submitted By: Mike Turek, Constable Pct. #1

Submitted For: Mike Turek

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Request the approval of business card purchase of \$49 without a purchase order from Chappell Office products for newly hired Deputy.

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: Mike Turek Started On: 05/29/2009 08:29 AM

Final Approval Date: 06/04/2009

Consent Agenda

Commissioners Court - Regular Session

Date: 06/09/2009

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 Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Jonathan Harris	06/04/2009 10:26 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	06/04/2009 11:08 AM	APRV

Form Started By: Ursula Stone

Started On: 06/04/2009 10:17 AM

Final Approval Date: 06/04/2009

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	GBC Shred Master	model: CC185-1 s/n: UE03202H	no tag #	not working Unknown PL1
1	Hewlett-Packard Scan Jet 5100C	model: C5190 s/n: 3872H401	no tag #	not working Unknown PL1
1	Supercircuits Monitor	SN: 24708021007145 model: MT12A	no tag #	not working Unknown PL1
			no tag #	Unknown
			no tag #	Non-Working
				Non-Working
				Non-Working
				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 6.2.09

Print Name

Print Name

Signature

+1 (512) 943-1349

Phone Number

Date

TO (Transferee Department/Auction/Trade-in/Donor): Auction - If the above assets are listed for sale

Transferee - Elected Official/Department Head/ at auction and no bids are made, the Purchasing
 Authorized Staff OR Donor - Representative: (If being Director may dispose of or donate these assets.
 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** between county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Hewlett-Packard fax machine / B01SB-0307-00	s/n:CNBM338336 prod:Q2669A	no tag #	Not working Unknown
1	Sony-Dictator/Transcriber Multi-Function Duplication System	s/n:0100514 model:BM-850	no tag #	Unknown ✓
1	Ativa Shredder model:BM-850	no serial #	no tag #	Not working Unknown
1	GBC Shredder model:2250X-2	s/n:QX16438	no tag #	Not working Unknown
			no tag #	Non-Working
				Non-Working
				Non-Working
				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

Contact Person:

Patricia Amison 5.26.09

Print Name

+1 (512) 943-1349

Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Auction - If the above assets are listed for sale

Transferee - Elected Official/Department Head/ at auction and no bids are made, the Purchasing
Authorized Staff OR Donee - Representative: (If being Director may dispose of or donate these assets.
 approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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Forward to County Auditor's Office

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Williamson County

Asset Status Change Form

Print Form

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- ☐ **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	Brother Intellifax model: 1270e	s.n.: U60302B3K859240	no tag # no tag #	not working Unknown
1	Hewlett-Packard Officejet 7410 wireless All-in-one	s/n: MY58AN74GG model: Q3462A	no tag # no tag #	not working Unknown
			no tag #	Unknown-
			no tag #	Unknown-
			no tag #	Non-Working-
				Non-Working
				Non-Working
				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 5.26.09

Print Name

Print Name

Signature

+1 (512) 943-1349

Phone Number

Date

TO (Transferee Department/Auction/Trade-in/Donee): Auction - If the above assets are listed for sale

Transferee - Elected Official/Department Head/ at auction and no bids are made, the Purchasing
Authorized Staff OR Donee - Representative: (If being Director may dispose of or donate these assets.
 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)
1	Dell Dimension 4100	6YBLDØ1	C00861	Working
1	Dell Dimension 4100	JXNGDØ1	C00862	Working
1	Dell Dimension 4100	3YBLDØ1	C00864	Working
1	Dell Dimension 4100	9XBLDØ1	C00865	Working
1	Dell Dimension XPS T800r	42JS2ØB	C01586	Working
1	Dell Dimension XPS T500	94TG7	C01585	Working

Parties involved:

FROM (Transferor Department): WCEMS

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Kenny Schnell

Terri King

Print Name

Print Name

Signature

Phone Number

Date

06/01/2009

512-943-1475

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

Auction - If the above assets are listed

Transferee - Elected Official/Department Head/

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

for sale at auction and no bids are made, the Purchasing Director may dispose of or donate these assets.

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	View Sonic A72f VCDTS21756-1R	22TØ136Ø1872	N/A	Working
1	Dell M780	5322DE3NEE59	N/A	Working
1	eMachines 786N	MPF375ØØ18617	N/A	Working
1	Pixie PBC-1764	y1Ø29ØØ	N/A	Working
1	KDS KD-1511M	Ø591ØØØ537	N/A	Working
1	View Sonic A72f VCDTS21756-1R	22TØ136Ø1861	N/A	Working

Parties involved:

FROM (Transferor Department): EMS

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Kenny Schnell

Terri King

Print Name

Print Name

Signature

Phone Number

Date

06/01/2009

512-943-1475

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

Auction - If the above assets are listed for

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

for sale at auction and no bids are made, the
Purchasing Director may dispose of or donate these
assets.

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 _____

→ Please call to pick up

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	Comerstone P1400 Monitor	G8LG07905		Non-Working

Parties Involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/
Authorized Staff:

NANCY E. RISTER

Print Name

Signature

Date 4/17/2009

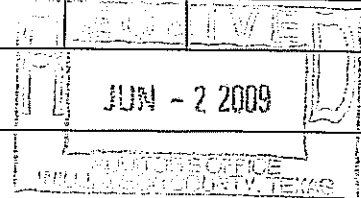
Contact Person:

Marilyn Cavender

Print Name

+1 (512) 943-1549

Phone Number



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

AUCTION -If the above assets are listed for sale

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

at auction and no bids are made, the Purchasing
Director may dispose of or donate these assets.

Contact Person:

Auction

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)
15	pair BROWN duty pants (worn, outdated)	no id #	no tag #	Non-Working
2	pair BROWN jeans (worn, outdated)	no id #	no tag #	Non-Working
2	BROWN ties (worn, outdated)	no id #	no tag #	Non-Working
8	Class A long sleeve shirts BROWN (worn, outdated)	no id #	no tag #	Non-Working
12	Class B short sleeve shirts BROWN (worn, outdated)	no id #	no tag #	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

L.C. Marshall

Signature

Date May 21, 2009

Contact Person:

Patricia Amison

Print Name

+1 (512) 943-1349

Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Auction - If the above assets are listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate these assets.

**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	2002 PREMIER LETTER FOLDER MODEL P7200	S/N 58746	NA	Working
1	MARTIN DALE LETTER FOLDER MODEL 160110	S/N 4206	NA	Working

Parties involved:

FROM (Transferor Department): GEORGETOWN TAX OFFICE

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

JEFF THIEL

JEFF THIEL

Print Name

Print Name

Signature

943-3528

Phone Number

Date May 29, 2009

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

Auction - If the above assets are listed for

Transferee - Elected Official/Department Head/

sale at auction and no bids are made, the

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

Purchasing Director may dispose of or donate these
assets.

Contact Person:

Tammy McCulley

Tammy McCulley

Print Name

Print Name

Tammy McCulley

512-943-1455

Signature

Phone Number

Date 6/1/09

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 of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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	Laptop Computer, HP Inspiron 1100, w/ Case and charger	C/N: 09U782-12961-356-4949	CD1565	Working
2	Printer, HP Laser Jet 4050N	USBC08954B	100157	Working
3	Printer, HP Photosmart D5160	MY69L123BF		Working

Parties involved:

FROM (Transferor Department): Building Maintenance

Transferor - Elected Official/Department Head/

Authorized Staff:

Joseph Latteo

Print Name

Signature

Contact Person:

James Whetston

Print Name

June 1, 2009 943-1599

Date Phone Number

TO (Transferee Department/Auction/Trade-In/Donor): Auction - If the above assets are listed for sale

Transferee - Elected Official/Department Head/

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

at auction and no bids are made, the Purchasing Director may dispose of or donate these assets.

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

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

- ☐ TRANSFER bet ween 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	Laptop Computer, HP Inspiron 1100, w/ Case and charger	C/N: 09U782-12961-356-4949	C01565	Working
2	Printer, HP Laser Jet 4050N	USBC089548	100157	Working
3	Printer, HP Photosmart D5160	MY69L123BF		Working

Parties involved:

FROM (Transferor Department): Building Maintenance

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

Joseph Latteo

James Whetston

Print Name

Print Name

Signature

June 1, 2009

943-1599

Date 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

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 _____

Agreement between Emergency Service District #3 Hutto and Williamson County
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement between Emergency Service District #3 Hutto and Williamson County.

Background

Fiscal Impact

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

Attachments

Link: [Agreement between ESD #3 Hutto and Williamson County](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 06/03/2009 10:27 AM

Final Approval Date: 06/03/2009

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 **Williamson County Emergency Service District #3** an emergency service district created and described under Chapter 775 of the Texas Health and Safety Code (both being collectively referred to herein as the "ESD"), 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 ESD the sum of **\$24,000.00** 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 ESD agrees to provide fire protection services within the ESD's district boundaries and 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 ESD 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 ESD to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the ESD which are not related to the provision of said services.

Executed on this the 26 day of May, 2009

Williamson County ESD #3

Williamson County, Texas

By: 

By: _____

Printed Name: Glenn Trubee

Dan A. Gattis,
Williamson County Judge

Title: President, Williamson County ESD #3

Rental of private facility for Elected Officials/Dept. Heads Retreat
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding the rental of a private facility for the Elected Officials/Dept. Heads Retreat.

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: Peggy Vasquez Started On: 05/29/2009 04:04 PM

Final Approval Date: 06/04/2009

Final Plat Approval Forest Creek, 38
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider final plat approval for Forest Creek, Section 38, Pct. 4.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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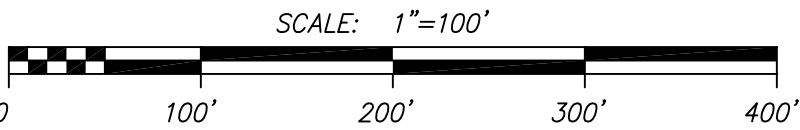
Attachments

Link: [Forest Creek Plat](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 05/27/2009 10:03 AM
Final Approval Date: 06/04/2009

PLAT OF
FOREST CREEK SECTION 38
TRAVIS COUNTY AND WILLIAMSON COUNTY, TEXAS

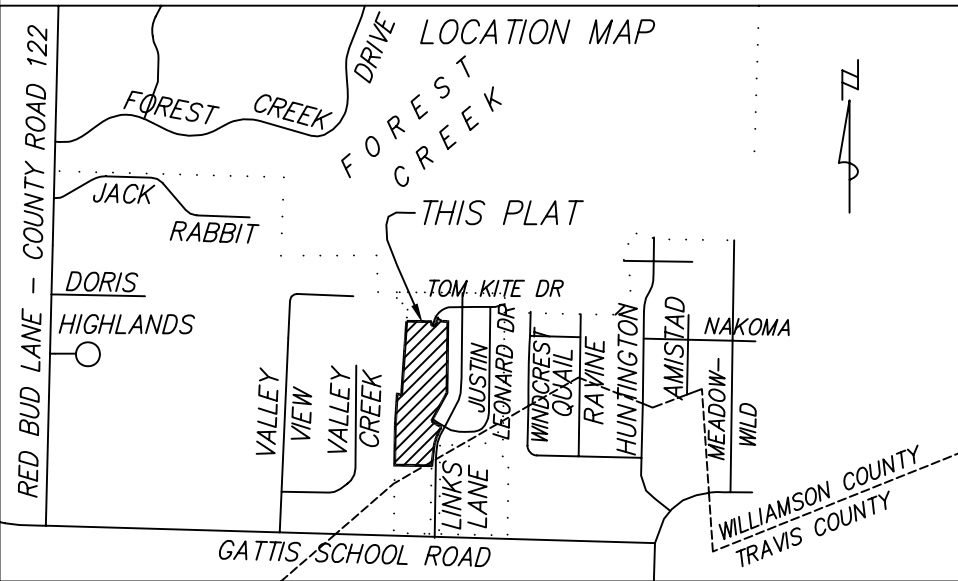


CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD	TAN
C1	42.24	225.00	10°45'19"	S06°03'40"W	42.17	21.18
C2	88.01	175.00	28°48'53"	N15°05'27"E	87.09	44.96
C3	43.79	225.00	11°09'02"	S55°48'24"E	43.72	21.96
C4	31.42	20.00	90°00'00"	S16°22'55"E	28.28	20.00
C5	204.60	530.00	22°07'08"	S17°33'32"W	203.34	103.59
C6	18.96	15.00	72°24'57"	N86°03'29"W	17.72	10.98
C7	40.10	25.00	91°54'40"	N39°27'22"W	35.94	25.85
C8	21.03	25.00	48°11'23"	S70°29'37"W	20.41	11.18
C9	241.19	50.00	276°22'46"	S04°35'18"W	66.67	44.72
C10	21.03	25.00	48°11'23"	S61°19'01"E	20.41	11.18
C11	37.69	25.00	86°23'24"	N51°23'36"E	34.22	23.47
C12	137.65	225.00	35°03'13"	N75°15'39"E	135.52	71.06
C13	13.68	25.00	31°21'02"	S77°06'44"W	13.51	7.02
C14	236.30	50.00	270°46'54"	S16°49'40"W	70.23	49.32
C15	30.21	25.00	69°14'26"	S62°24'06"E	28.41	17.26
C16	77.10	175.00	25°14'39"	N70°21'22"E	76.48	39.19
C17	23.09	15.00	88°12'38"	N13°37'43"E	20.88	14.54
C18	164.37	225.00	41°51'19"	S09°32'56"E	160.73	86.04
C19	21.05	15.00	80°24'21"	N28°49'28"W	19.36	12.68
C20	21.03	25.00	48°11'23"	S86°52'40"W	20.41	11.18
C21	241.19	50.00	276°22'46"	S20°58'22"W	66.67	44.72
C22	21.03	25.00	48°11'23"	S44°55'57"E	20.41	11.18
C23	23.05	15.00	88°01'46"	N66°57'29"E	20.85	14.49
C24	67.99	175.00	22°15'36"	N11°48'48"E	67.56	34.43
C25	23.56	15.00	90°00'00"	N44°19'00"W	21.21	15.00
C26	21.03	25.00	48°11'23"	S66°35'19"W	20.41	11.18
C27	241.19	50.00	276°22'46"	S00°41'00"W	66.67	44.72
C28	21.03	25.00	48°11'23"	S65°13'19"E	20.41	11.18
C29	23.56	15.00	90°00'00"	N45°41'00"E	21.21	15.00
C30	23.56	15.00	90°00'00"	N44°19'00"W	21.21	15.00
C31	21.03	25.00	48°11'23"	S66°35'19"W	20.41	11.18
C32	241.19	50.00	276°22'46"	S00°41'00"W	66.67	44.72
C33	21.03	25.00	48°11'23"	S65°13'19"E	20.41	11.18
C34	23.56	15.00	90°00'00"	N45°41'00"E	21.21	15.00
C35	87.41	225.00	22°15'36"	N11°48'48"E	86.87	44.27
C36	213.58	175.00	69°55'41"	S12°01'15"E	200.57	122.37
C37	45.28	225.00	11°31'54"	S55°36'58"E	45.21	22.72
C38	1.50	225.00	0°22'52"	N50°02'27"W	1.50	0.75
C39	14.96	530.00	1°37'02"	N07°18'29"E	14.96	7.48
C40	59.61	50.00	68°18'21"	N80°33'06"E	56.14	33.92
C41	41.24	50.00	47°15'44"	S41°39'52"E	40.08	21.88
C42	39.88	50.00	45°41'44"	S04°48'52"W	38.83	21.07
C43	39.58	50.00	45°20'59"	S50°20'14"W	38.55	20.89
C44	60.88	50.00	69°45'58"	N72°06'18"W	57.19	34.86
C45	45.63	225.00	11°37'09"	N06°29'35"E	45.55	22.89
C46	41.79	225.00	10°38'26"	N17°37'23"E	41.73	20.95
C47	114.75	530.00	12°24'18"	S14°19'09"W	114.52	57.60
C48	74.90	530.00	8°05'48"	S24°34'11"W	74.83	37.51
C49	5.62	225.00	1°25'51"	N58°26'58"E	5.62	2.81
C50	54.13	225.00	13°47'03"	N66°03'25"E	54.00	27.20
C51	54.13	225.00	13°47'03"	N79°50'28"E	54.00	27.20
C52	23.78	225.00	6°03'16"	N89°45'37"E	23.76	11.90
C53	24.26	50.00	27°48'17"	N75°20'22"E	24.03	12.38
C54	38.54	50.00	44°09'42"	S68°40'39"E	37.59	20.28
C55	38.08	50.00	43°38'13"	S24°46'41"E	37.17	20.02
C56	44.82	50.00	51°21'31"	S22°43'10"W	43.33	24.04
C57	41.42	50.00	47°27'34"	S72°07'43"W	40.24	21.98
C58	49.18	50.00	56°21'37"	N55°57'42"W	47.22	26.79
C59	53.97	225.00	13°44'33"	S23°36'19"E	53.84	27.11
C60	110.40	225.00	28°06'46"	S02°40'40"E	109.29	56.33
C61	59.18	50.00	67°49'09"	N76°24'12"E	55.79	33.61
C62	41.24	50.00	47°15'41"	S46°03'23"E	40.08	21.88
C63	54.76	50.00	62°44'53"	S85°50'35"E	52.06	30.49
C64	41.93	50.00	48°03'00"	S30°26'38"E	40.71	22.29
C65	44.82	50.00	51°21'31"	S19°15'37"W	43.33	24.04
C66	41.60	50.00	47°39'55"	S68°46'20"W	40.41	22.09
C67	58.08	50.00	66°33'27"	N54°06'59"W	54.87	32.82
C68	2.64	175.00	0°51'47"	S22°30'42"W	2.64	1.32
C69	61.42	175.00	20°06'34"	S12°01'31"W	61.11	31.03
C70	149.53	175.00	48°57'20"	S22°30'25"E	145.02	79.67
C71	59.18	50.00	67°49'14"	N76°24'14"E	55.79	33.61
C72	41.23	50.00	47°14'33"	S46°03'53"E	40.07	21.87
C73	39.89	50.00	45°42'45"	S00°24'46"W	38.84	21.08
C74	40.56	50.00	46°28'57"	S46°30'37"W	39.46	21.47
C75	60.32	50.00	69°07'17"	N75°41'16"W	56.73	34.44
C76	39.88	50.00	45°41'41"	S00°25'18"W	38.83	21.07
C77	41.15	50.00	47°09'23"	S46°50'50"W	40.00	21.82
C78	59.73	50.00	68°26'51"	N75°21'03"W	56.24	34.01

- LEGEND
- = IRON ROD FOUND
 - = IRON ROD SET
 - DE = DRAINAGE EASEMENT
 - BL = BUILDING LINE
 - Ⓔ = BLOCK NAME
 - WCPR = WILLIAMSON COUNTY PLAT RECORDS
 - WCOR = WILLIAMSON COUNTY OFFICIAL RECORDS
 - OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
 - = SIDEWALK REQUIRED
 - 739.0 = MINIMUM FINISHED FLOOR ELEVATION (NAVD)

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	S89°19'00"E
L2	44.30'	S57°44'02"W
L3	33.20'	S57°44'02"W
L4	37.13'	S69°01'38"E
L5	35.01'	S69°01'38"E
L6	42.91'	S89°19'00"E
L7	42.91'	N89°19'00"W
L8	43.78'	S89°19'00"E
L9	43.78'	N89°19'00"W
L10	61.50'	S00°41'00"W

S:\LAND750-800\770\dwg\770-PLAT.dwg 8/3/2006 3:53:46 PM CDT



BUILDING SETBACKS:
25' FRONT
15' STREET
5' SIDE
10' REAR

PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED AS FOLLOWS:

10' ALONG AND ADJACENT TO ALL STREETS
5' ON EACH SIDE OF ALL SIDE LOT LINES
5' ON EACH SIDE OF ALL REAR LOT LINES

MILE 49
AS SHOWN ON THE
SURVEY OF THE
TRAVIS AND
WILLIAMSON COUNTY
BOUNDARY LINE

N00°11'43"W 5327.04'
TO NW CORNER OF
E. W. MATTHEWS SURVEY

WILLIAM H. WATSON
TRACT II 6.19 ACRES
VOLUME 998, PAGE 636 WCOR

JOHN H. RANDALL SURVEY A-531 (APPROXIMATE SURVEY LINE)
E. W. MATTHEWS SURVEY A-449 WILLIAMSON COUNTY
E. W. MATTHEWS SURVEY A-568 TRAVIS COUNTY

WILD PLUM VALLEY CABINET I, SLIDE 86, WCPR

REMAINDER OF KPKM II VENTURES, LTD.
DOCUMENT NO 199983403 WCOR

SITE DATA:

TOTAL AREA OF THIS PLAT: 15.06 ACRES
58 SINGLE FAMILY LOTS
2 BLOCKS

NEW STREETS:	LENGTH	ROW WIDTH	DESIGN SPEED
TOM WATSON COVE	140	50'	25 MPH
CRAIG PARRY COVE	139	50'	25 MPH
SANDY LYLE COVE	130	50'	25 MPH
TIM KITE COVE	240	50'	25 MPH
LEE TREVINO COVE	240	50'	25 MPH
TOM KITE DRIVE	1004	50'	25 MPH
TOTAL:	1893		

PROPERTY OWNER:
KPKM II VENTURES, LTD. RUSSELL PARKER, PRESIDENT
4705 SPICEWOOD SPRINGS ROAD SUITE 200
AUSTIN, TEXAS 78759
512-342-7818 fax: 512-342-0458

DATE: AUG. 14, 2006 SCALE: 1" = 100'

RANDALL JONES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

PLAT OF

FOREST CREEK SECTION 38

TRAVIS COUNTY AND WILLIAMSON COUNTY, TEXAS

FIELD NOTES

THAT PART OF THE E. W. MATTHEWS SURVEY ABSTRACT 449 IN WILLIAMSON COUNTY, TEXAS AND A PART OF THE E.W. MATTHEWS SURVEY ABSTRACT 568 IN TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 62.88 ACRE TRACT CONVEYED TO KPRM II VENTURES, LTD. BY A DEED RECORDED IN DOCUMENT NUMBER 199983403 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD FOUND IN THE WEST LINE OF THE SAID 62.88 ACRE TRACT AT THE SOUTHWEST CORNER OF LOT 45, BLOCK E, FOREST CREEK SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Z, SLIDES 203 THROUGH 206 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE WESTERLY LINE OF THE SAID PLAT OF FOREST CREEK SECTION 34 AND CROSSING SAID 62.88 ACRE TRACT, THE FOLLOWING 14 COURSES:

1. S.89°19'00"E., 262.52 FEET TO AN IRON ROD AND CAP SET;
2. 42.24 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 10°45'19", AND A CHORD LENGTH OF 42.17 FEET BEARING S.06°03'40"W. TO AN IRON ROD AND CAP SET;
3. S.89°19'00"E., 50.00 FEET TO AN IRON ROD AND CAP SET;
4. 88.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 28°48'53", AND A CHORD LENGTH OF 87.09 FEET BEARING N.15°05'27"E. TO AN IRON ROD AND CAP SET;
5. S.44°19'00"E., 55.64 FEET TO AN IRON ROD AND CAP SET;
6. S.89°19'00"E., 58.99 FEET TO AN IRON ROD AND CAP SET;
7. S.00°41'00"W., 743.18 FEET TO AN IRON ROD AND CAP SET;
8. S.28°37'05"W., 334.66 FEET TO AN IRON ROD AND CAP SET;
9. 43.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 11°09'02", A CHORD LENGTH OF 43.72 FEET BEARING S.55°48'24"E. TO AN IRON ROD AND CAP SET;
10. S.61°22'55"E., 56.49 FEET TO AN IRON ROD AND CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
11. 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 28.28 FEET BEARING S.16°22'55"E. TO AN IRON ROD AND CAP SET;
12. S.28°37'05"W., 22.31 FEET TO AN IRON ROD AND CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
13. 204.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 22°07'08", A CHORD LENGTH OF 203.34 FEET BEARING S.17°33'32"W. TO AN IRON ROD AND CAP SET;
14. S.06°29'58"W., 173.12 FEET TO AN IRON ROD AND CAP SET;

THENCE N.89°19'00"W., 386.18 FEET TO AN IRON ROD AND CAP SET IN THE WEST LINE OF THE SAID 62.88 ACRE TRACT IN THE EAST LINE OF WILD PLUM VALLEY A SUBDIVISION RECORDED IN CABINET I, SLIDE 86, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE WITH THE WEST LINE OF SAID 62.88 ACRE TRACT AND THE EAST LINE OF SAID WILD PLUM VALLEY, THE FOLLOWING TWO (2) COURSES:

1. N.00°52'45"E., 412.38 FEET TO AN IRON ROD FOUND;
2. N.03°33'26"E., 327.35 FEET TO AN IRON ROD FOUND IN THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT II, SAID TO CONTAIN 6.19 ACRES, CONVEYED TO WILLIAM H. WATSON, BY DEED RECORDED IN VOLUME 998, PAGE 636 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS,

THENCE S.83°46'14"E., WITH THE SOUTH LINE OF SAID 6.19 ACRE TRACT, 46.62 FEET TO AN IRON ROD FOUND;

THENCE N.03°51'53"E., WITH THE EAST LINE OF SAID 6.19 ACRE TRACT, THE WEST LINE OF SAID 62.88 ACRE TRACT, 766.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.06 ACRES, MORE OR LESS.

PLAT NOTES:

1. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
2. NO FENCES, BUILDINGS OR OTHER STRUCTURES SHALL BE PLACED IN ANY DRAINAGE EASEMENT SHOWN HEREON WITHOUT THE EXCEPT PERMISSION OF WILLIAMSON COUNTY.
3. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
5. DEVELOPMENT WHICH EXCEEDS 20% IMPERVIOUS COVER, WHEN CALCULATED AGAINST THE TOTAL PROPERTY, SHALL CONTROL THE INCREASED STORMWATER.
6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF EACH STREET.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
8. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
9. WATER AND WASTEWATER WILL BE PROVIDED BY WILLIAMSON COUNTY WATER, SEWER, IRRIGATION, AND DRAINAGE DISTRICT NUMBER 3. (WCWSIDD#3)
10. THIS SUBDIVISION IS SUBJECT TO COVENANTS CONDITIONS, AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
11. NO STRUCTURE OR LAND IN THIS SUBDIVISION SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
12. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
13. BUILDING SLAB ELEVATION SHALL BE ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
14. DRIVEWAY ACCESS TO LINKS LANE IS PROHIBITED FROM LOTS 1, 11 AND 12, BLOCK E.
15. DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
16. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

DEDICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT KPKM II VENTURES, A TEXAS LIMITED PARTNERSHIP ORGANIZED UNDER THE EXISTING LAWS OF THE STATE OF TEXAS, ACTING BY AND THROUGH MR. RUSSELL PARKER, PRESIDENT AND BEING THE OWNER OF THE CERTAIN 62.88 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NUMBER 199983403 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 15.06 ACRES OUT OF SAID TRACT AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECDORDATION 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 "FOREST CREEK SECTION 38". AND FURTHER ACKNOWLEDGE THAT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

RUSSELL PARKER, PRESIDENT
KPKM II VENTURES, LTD.
4705 SPICEWOOD SPRINGS ROAD, SUITE 200
AUSTIN, TEXAS 78759

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF _____.

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RUSSELL PARKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A. D., 200____.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED OR TYPED NAME

SEAL

MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ THE LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 199983403 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF 15.06 ACRES AS SHOWN AND DESCRIBED HEREON AND DOES HEREBY APPROVE, JOIN AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE LEGAL REPRESENTATIVE OF THE LIEN HOLDER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED OR TYPED NAME

SEAL

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

J. KENNETH WEIGAND

DATE

R.P.L.S. NO. 5741

STATE OF TEXAS

ENGINEER'S CERTIFICATION

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #481079-0335, EFFECTIVE SEPTEMBER 27, 1991 FOR WILLIAMSON COUNTY, TEXAS.

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAP #48453C0075 E, TRAVIS COUNTY, TEXAS, DATED JUNE 19, 1993.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

R. BRENT JONES

DATE

REGISTERED PROFESSIONAL ENGINEER NO. 92671

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLATS AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, THE WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY 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 WITH IT.

PAULO PINTO

DATE

DIRECTOR OF ENVIRONMENTAL SERVICES
WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

APPROVAL
CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE CITY COUNCIL ON THE _____ DAY OF _____ 20____.

KEN LOVE, MAYOR

DATE

CITY SECRETARY

DATE

DEBBIE CHELF

THIS SUBDIVISION IS LOCATED WITHIN THE ETJ LIMITS OF THE CITY OF HUTTO, THIS _____ DAY OF _____, 20____.

JOAN HARDY, AICP
PLANNING MANAGER
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF HUTTO

STREET NAMES APPROVED

DATE: _____

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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 OF 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.

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, THAT FOREST CREEK SECTION 38, HAVING BEEN DULY REPRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED, AND SAID PLAT AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE

DATE

WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS,
I, _____, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH THIS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THIS THE _____ DAY OF _____, 20__, A. D., AT _____ O'CLOCK __ .M., IN THE PLAT RECORDS OF SAID COURT IN CABINET _____, SLIDES _____
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE SHOWN ABOVE WRITTEN.

BY: DEPUTY

CLERK, COUNTY COURT,

WILLIAMSON COUNTY, TEXAS

DATE: AUG. 14, 2006

RANDALL JONES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

SHEET 2 OF 2 SHEETS

Preliminary Plat Approval/Enclave at the Woods
Commissioners Court - Regular Session

Date: 06/09/2009
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 Enclave at the Woods, Pct. 3.

Background

This is a 15.89 acre tract being subdivided into three lots.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Projects/Enclave at the Woods](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 06/04/2009 07:55 AM

Final Approval Date: 06/04/2009

DRAWING FILE: R:\2008_PROJECTS\80169 Calder Subdivision - Amend Plat\DRAWINGS\DESIGN\ 80169 NEW LAYOUT WORK 20090407.dwg Jun 01, 2009 - 10:01 am Allen

PRELIMINARY PLAT OF:
ENCLAVE AT THE WOODS

15.89 ACRES OUT OF THE JOHN SUTHERLAND SURVEY,
ABSTRACT No. 553, WILLIAMSON COUNTY, TEXAS

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

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

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

(TRACT 2 11.79 AC.)
PENSICO TRUST COMPANY,
DOCUMENT No. 2008092169
O.P.R.W.C.
P.O. BOX 1134
GEORGETOWN, TX 78627

TOTAL ACRES: 15.89 ACRES
NO. OF LOTS: 3 LOTS
NO. OF BLOCKS: 1
AREA OF SMALLEST LOT: 5.04 ACRES

OWNER: PENSICO TRUST COMPANY
P.O. BOX 1134
GEORGETOWN, TX, 78627
(512) 819-9300 / (512) 819-9330 fax

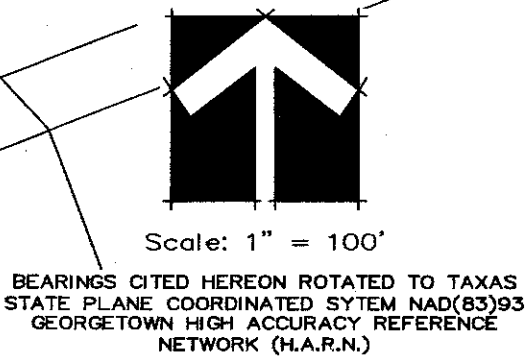
SURVEYOR: CASTLEBERRY SURVEYING, LTD.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78628
(512) 930-1600 / (512) 930-9389 fax

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

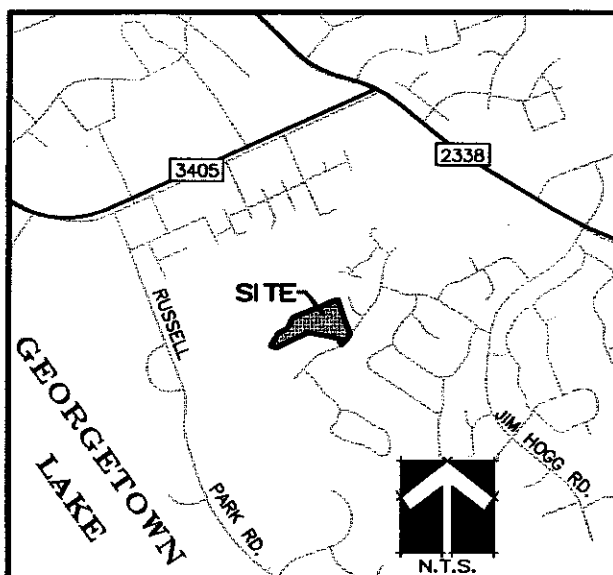
LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
*	COTTON SPINDLE FOUND
Ⓐ	BLOCK DESIGNATION
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE
D.R.W.C.	DEED RECORDS WILLIAMSON CO.
O.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.
O.P.R.W.C.	OFFICIAL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

GENERAL NOTES:

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



VICINITY MAP



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

PRELIMINARY PLAT OF:
ENCLAVE AT THE WOODS
15.89 ACRES OUT OF THE JOHN SUTHERLAND SURVEY,
ABSTRACT NO. 553, WILLIAMSON COUNTY, TEXAS

15.89 ACRES

All that certain tract or parcel of land situated in Williamson County, Texas out of the John Sutherland Survey, Abstract No. 553 and the Catherine Joyner Survey, Abstract No. 820, Williamson County, Texas and being all that tract described as 15.89 acres in a Cash Warranty Deed granted to Pensco Trust Company, Custodian FBO Cynthia F. Buchanan, ROTH IRA Account BU227, Jack Buchanan being the trustee, recorded as Document No. 2008092167, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING EGINNING at a 1/2" iron pin found in the north line of Highland Spring Lane (80 foot right-of-way) and in the west line of The Woods of Fountainwood Phase 2, a subdivision in Williamson County, Texas as recorded in Cabinet U, Slide 280, of said Plat Records, for the southwest corner of Lot 27 of said The Woods of Fountainwood Phase 2, and for the northeast corner of the Estates of Westlake as Recorded in Cabinet V, Slide 279, of said Plat Records and for the southeast corner of said Pensco Trust Company Buchanan tract and this tract;

THENCE, with the south line of said Pensco Trust Company Buchanan tract and this tract in the following ten (10) courses:

1. S 36°02'59" W 131.39 feet with the north line of said Highland Spring Lane and said Estates of Westlake to a 1/2" iron pin found;
2. 131.66 feet along a curve to the right and concave to the northwest (Δ= 13°14'03", r= 570.00 feet, Ic bears S 42°31'40" W 131.37 feet) continuing with the north line of said Highland Spring Lane and said Estates of Westlake to a 1/2" iron pin found for the southeast corner of the Mail Box Lot of said Estates of Westlake;
3. N 21°13'01" W 12.43 feet continuing with the north line of said Estates of Westlake and with the east line of said Mail Box Lot to a 1/2" iron pin found for the southeast corner of Lot 3 of said Estates of Westlake for the northeast corner of said Mail Box Lot ;
4. N 21°25'08" W 115.50 feet continuing with the north line of said Estates of Westlake and the east line of said Lot 3 to a 1/2" iron pin found for the northeast corner of said Lot 3;
5. N 80°23'37" W 248.18 feet continuing with the north line of said Estates of Westlake and the north line of said Lot 3 to a 1/2" iron pin found for the northeast corner of Lot 2 of said Estates of Westlake and for the northwest corner of said Lot 3;
6. N 80°22'08" W 140.57 feet continuing with the north line of said Estates of Westlake and the north line of said Lot 2 to a 1/2" iron pin found for the northeast corner of Lot 1 of said Estates of Westlake and for the northwest corner of said Lot 2;
7. N 80°26'06" W 96.99 feet continuing with the north line of said Estates of Westlake and the north line of said Lot 1 to a 1/2" iron pin found for the northeast corner of Lot 53 of said Amended Plat of an Amending Plat of Lot 1, Calder Subdivision and Lot 53, Estates of Westlake;
8. N 80°23'23" W 140.88 feet with the north line of said Lot 53 to a 1/2" iron pin found;
9. S 62°36'47" W 435.71 feet continuing with the north line of said Lot 53 to a cotton spindle found for the most northerly northeast corner of Lot 3 of the Estates of Westlake Phase 4-A, a subdivision in Williamson County, Texas as recorded in Cabinet AA, Slide 380, of said Plat Records and for the northwest corner of said Lot 53;
10. S 62°43'00" W 257.79 feet with the north line of said Estates of Westlake Phase 4-A, to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of that tract described as Tract 2: 11.79 Acres in a Cash Warranty Deed granted to Pensco Trust Company, Custodian FBO Bobby D. Fredrickson IRA Account FR108 and recorded as Document No. 2008092169 of said Official Public Records for the southeast corner of said Pensco Trust Company Buchanan tract and this tract;

THENCE with the east line of said Pensco Trust Company Fredrickson tract and with the west line of said Pensco Trust Company Buchanan tract and this tract in the following eight (8) courses:

1. N 69°49'46" W 104.47 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. N 29°42'40" E 291.17 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
3. N 53°06'03" E 68.22 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
4. 23.37 feet along a curve to the left and concave to the north (Δ= 53°33'51", r= 25.00 feet, Ic bears N 68°19'03" E 22.53 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
5. 52.72 feet along a curve to the right and concave to the southwest (Δ= 60°24'55", r= 50.00, Ic bears N 69°44'35" E 50.31 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
7. N 43°52'57" E 108.63 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
8. N 22°48'56" E 199.77 to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the south line of that tract described as 21.009 acres in a Warranty Deed granted to Bobby Fredrickson, Trustee of the Bobby Fredrickson 1999 Trust, and recorded as Document No. 2005091842, of said Official Public Records for the northeast corner of said Pensco Trust Company Fredrickson tract and for the northwest corner of said Pensco Trust Company Buchanan tract and this tract;

THENCE with the north line of said Pensco Trust Company Buchanan tract and this tract in the following two (2) courses:

1. N 67°20'41" E 116.84 feet with the south line of said Bobby Fredrickson Trust tract to a 1/2" iron pin found;
 2. N 66°44'06" E with the south line of said Bobby Fredrickson Trust tract at approximately 74.45 feet passing the southwest corner of that tract described as 30 acres in a Warranty Deed with Vendor's Lien granted to Timothy S. Munchl, et ux, recorded as Document No. 9827931, Official Records of Williamson County, Texas and the southeast corner of said Bobby Fredrickson Trust tract in all 819.14 feet to a 1/2" iron pin found in the west line of said The Woods of Fountainwood Phase 2 for the northeast corner of said Pensco Trust Company Buchanan tract and this tract;
- THENCE with the west line of said The Woods of Fountainwood Phase 2 and with the east line of said said Pensco Trust Company Buchanan tract and this tract in the following three (3) courses:
1. S 20°40'43" E 23.92 feet to a 1/2" iron pin found;
 2. S 21°01'26" E 174.19 feet to a 1/2" iron pin found;
 3. S 21°01'51" E 173.24 feet to a 1/2" iron pin found;
 4. S 21°01'44" E 367.16 feet to the point of Beginning and containing 15.89 acres of land.

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 21°13'01" W	12.43'
L2	N 21°25'08" W	115.50'
L3	N 80°22'08" W	140.57'
L4	N 80°26'06" W	96.99'
L5	N 80°23'23" W	140.88'
L6	N 69°49'46" W	104.47'
L7	N 53°06'03" E	68.22'
L8	N 43°52'57" E	108.63'
L9	N 67°20'41" E	116.84'
L10	S 20°40'43" E	23.92'
L11	S 21°01'26" E	174.19'
L12	S 21°01'51" E	173.24'
L13	N 66°44'06" E	25.07'
L14	N 62°36'47" E	32.25'
L15	S 80°23'23" E	150.90'
L16	S 80°26'06" E	97.00'
L17	S 80°22'08" E	140.58'
L18	S 21°25'08" E	136.73'
L19	S 21°01'51" E	42.13'
L20	S 80°23'23" E	171.04'
L21	S 80°26'06" E	96.99'
L22	S 80°22'08" E	140.61'
L23	S 21°25'08" E	136.73'

CURVE TABLE				
NUMBER	DELTA	RADIUS	ARC	CHORD
C1	13°14'03"	570.00	131.66	131.37
C2	53°33'51"	25.00	23.37	22.53
C3	60°24'55"	50.00	52.72	50.31
C4	06°41'16"	570.00	66.53	66.50
C5	03°18'36"	570.00	32.93	32.92
C6	03°14'11"	570.00	32.20	32.19

ENCLAVE AT THE WOODS
15.89 ACRES OUT OF THE JOHN SUTHERLAND SURVEY,
ABSTRACT No. 553, WILLIAMSON COUNTY, TEXAS

OWNER'S CERTIFICATION:

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

THAT I, JACK BUCHANAN, TRUSTEE, PENSCO TRUST COMPANY OWNER(S) OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN AN AFFIDAVIT RECORDED AS DOCUMENT NO. 2008092167 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 **ENCLAVE AT THE WOODS**.

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 ACQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

JACK BUCHANAN, TRUSTEE
PENSCO TRUST COMPANY
P.O. BOX 1134
GEORGETOWN, TX, 78627

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY AND NOTARY STAMP

DATE NOTARY COMMISSION EXPIRES _____

OWNERS RESPONSIBILITY:

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

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

ROAD WIDENING:

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

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

LIEN FREE RIGHT OF WAY:

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

SURVEYOR'S CERTIFICATION:

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

I, CLYDE C. CASTLEBERRY, JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, 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.

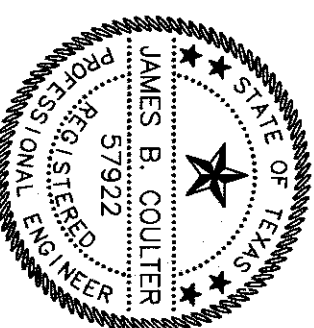
CLYDE C. CASTLEBERRY, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835
STATE OF TEXAS

ENGINEER'S CERTIFICATION:

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

I, JAMES B. COULTER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND NO LOT WITHIN THIS SUBDIVISION IS ENROUCHED 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 48491C0273 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

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



Coulter
Engineering

CIVIL ENGINEERS
596 ROUND ROCK WEST DRIVE, STE. 101
ROUND ROCK, TEXAS 78681
(612) 246-1800 VOICE
(612) 246-9903 FAX

PLAT NOTES:

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE ACQUIFER 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 PLAN ADMINISTRATOR.
5. NO DEVELOPMENT SHALL BEGIN PRIOR TO ISSUANCE OF A FLOOD PLAN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD PLAN 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 PLAN 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 PLAN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
7. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
8. THIS TRACT LIES WHOLLY IN THE COUNTY OF WILLIAMSON AND IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE (EARZ).
9. CONTOUR ELEVATIONS SHOWN HEREON BASED ON DATA OBTAINED FROM COULTER ENGINEERING.
10. ON-SITE SEWAGE FACILITY (O.S.S.F.) MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
11. DRIVEWAY ACCESS TO HIGHLAND SPRINGS LANE FOR LOTS 1, 2 & 3 SHALL BE LIMITED TO 1 (ONE) DRIVEWAY LOCATED WITHIN THE JOINT USE EASEMENT.

MAIL BOXES:

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

WILLIAMSON COUNTY 911 ADDRESSING:

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

WILLIAMSON COUNTY ADDRESS COORDINATOR

HEALTH DISTRICT:

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

PAULO PINTO DATE
DIRECTOR ENVIRONMENTAL SERVICES

COUNTY JUDGE'S APPROVAL:

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

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

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

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 803 - Georgetown, Texas 78626
(512) 930-1900/(512) 930-8388 fax
www.castleberrysurveying.com

Final Plat Approval/Leff's Acres
Commissioners Court - Regular Session

Date: 06/09/2009
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 of Amended Plat of Lot 25, Leff's Acres, Pct. 3.

Background

Lot 25 of Leff's acres is being subdivided into two tracts, Lot 25A (2.55 ac) and Lot 25B (2.51 ac).

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: Nickey Lawrence Started On: 06/04/2009 11:00 AM

Final Approval Date: 06/04/2009

Proclamation - Masonic Lodge
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider proclaiming June 16th, 2009 as Round Rock Masonic Day in recognition of their 150th Anniversary.

Background

See attached proclamation

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Masonic Lodge Proclamation](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 06/03/2009 01:47 PM

Final Approval Date: 06/04/2009

That on the 9th day of June, 2009 the Commissioners Court of Williamson County, Texas met in duly called session at the Courthouse in Georgetown, with the following members present:

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

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, The ***Round Rock Masonic Lodge, No. 227*** has served the City of Round Rock in Williamson County continuously since June 16th, 1859; and

WHEREAS, the ***Masonic Fraternity*** accepts all good men, regardless of race, religion or natural origin, who adhere to the Beliefs of: The Fatherhood of God, Brotherhood of Man and the Immortality of the Human Soul; and

WHEREAS, the members of the ***Round Rock Masonic Lodge*** have helped the citizens of Round Rock by; providing a school room on the 1st floor of the Original Lodge Building, having members who have served as City Council Members and as Mayor and as Round Rock Independent School District Trustees, plus providing Scholarships to Round Rock High School Students and also providing support to the Fire and Police Departments.

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioner's Court does hereby proclaim June 16th, 2009 as ***Round Rock Masonic Day*** in recognition of their 150th Anniversary and encourages all the citizens of Williamson County to congratulate them on their dedication and service to the community.

PROCLAIMED THIS 9TH DAY OF JUNE, 2009

Dan A. Gattis, County Judge

ATTEST:

Nancy E. Rister, County Clerk

CTRMA Annual Report
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear annual presentation from the Central Texas Regional Mobility Authority (CTRMA).

Background

see attached

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CTRMA - 2008 Annual Report](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 06/03/2009 03:27 PM

Final Approval Date: 06/04/2009

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Driving INNOVATION



Introduction

The Central Texas Regional Mobility Authority is driving innovation, and in this 2008 Annual Report, you will discover how the Mobility Authority is building on the past while pushing the boundaries of tomorrow with innovative project development techniques and concepts like all-electronic tolling and managed lanes.

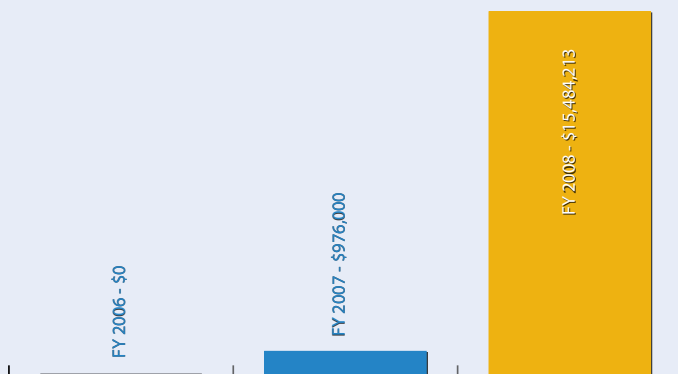
183A Performance Snapshot

■ 2007 ■ 2008

The Mobility Authority collected \$15.5 million on 183A in FY 2008. 183A was only open for a couple of months in FY 2007, and promotional discounts were being offered at the time. As a result, revenue for FY 2008 is significantly higher than FY 2007.

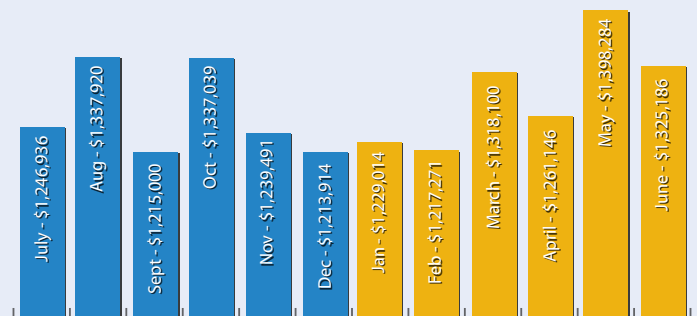
During FY 2008 monthly toll revenue on 183A increased to more than \$1.3 million per month.

183A Toll Revenue by Year



The number of revenue transactions on 183A grew steadily in fiscal year 2008. Revenue traffic was at its highest point in May 2008.

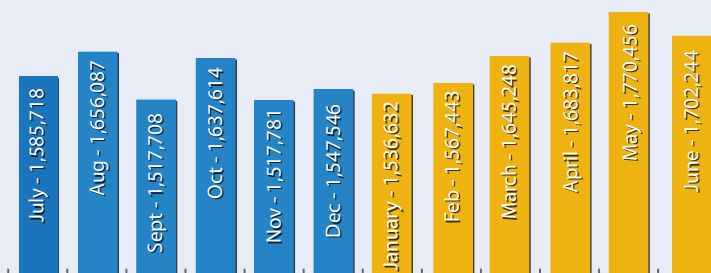
FY 2008 Toll Revenue by Month*



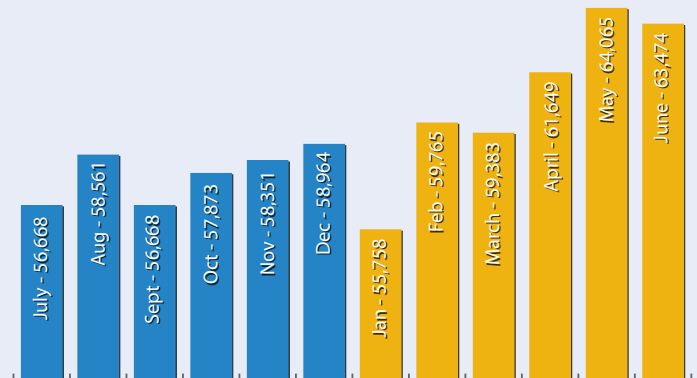
*The Mobility Authority received an additional \$144,913 in toll revenue as part of an audit adjustment.

Weekday traffic began FY 2008 around 56,000 vehicles a day and grew to more than 64,000 a day by May of FY 2008. By December FY 2009, traffic had grown to over 65,000 a weekday.

FY 2008 Transactions by Month



FY 2008 Average Weekday Traffic by Month





"You can't use an old map to see a new land."

Gary Hamel

Letter from the Chairman

It is my pleasure to report that the dream of greater mobility is alive and well in Central Texas. While much of the country struggled with skyrocketing oil prices and falling home values this year, the Central Texas Regional Mobility Authority is weathering the economic storm. As gas prices shot upward, traffic on 183A grew steadily during the fiscal year, from 56,668 average weekday traffic in July 2007 to 63,474 average weekday transactions in June 2008. Overall traffic was double original projections leading to opening year revenue of \$15.5 million, an amount we were not projected to reach until at least fiscal year 2010.

With a strong and consistent revenue stream established, the Mobility Authority took confident steps in FY 2008 toward furthering our mission of bringing enhanced Mobility to the Central Texas region. The first step came in October 2007, when the Capital Area Metropolitan Planning Organization approved an estimated \$1.5 billion network of new tolled expressways, including 290 East (Manor Expressway). Still, financing the plan became a significant challenge as federal and state funding continued to shrink.

In response, the Mobility Authority launched a major procurement process aimed at finding a private sector firm capable of developing the financial package necessary to keep the regional transportation program on track. Eleven firms expressed interest, and ultimately, JP Morgan Securities was selected in April 2008. With the finance team in place and final design work set to begin on the Manor Expressway, we hope to begin construction on that project in early 2010.

While 2008 was a good year for the Mobility Authority, we recognized the financial turmoil surrounding us. The agency has continued its conservative operational approach by keeping costs down and our staff lean and efficient. As we face a future that is more uncertain than ever, the Mobility Authority remains in a solid position to take on the challenges that lie ahead.



Robert Tesch
Chairman



US 183 at US 290 East





History of Road Financing in America

During the 18th and 19th century, most major transportation corridors in the United States were privately built toll roads known as turnpikes. The proliferation of the automobile in the early 20th century led to demand for new and better roads, especially high speed expressways. The federal government's role in transportation funding was still limited, so states took the lead in funding major highway projects. Most states created Turnpike Authorities or other quasi-public agencies to issue toll revenue bonds to fund these toll projects.

During the 1950's, a tremendous number of new toll roads were built across the country, but the tolling boom was short-lived following approval of the National System of Interstate and Defense Highways, which was funded by a national gas tax. In the 1980's, increasing maintenance costs, tightening budgets and the phasing out of funding for new interstate highway construction led to the development of new toll roads in fast growing states such as Florida, Colorado, California and Texas. During the 1990's, most new toll roads in Texas were built in Houston and Dallas. In 2001, tolling in Texas expanded with passage of legislation authorizing the creation of Regional Mobility Authorities.



"It isn't that they can't see the solution. It is that they can't see the problem."

G.K. Chesterton

Success in the Face of Harsh Realities

The reality of our nation's transportation funding crisis really hit home over the past year. Funding cuts at the federal and state level caused the development of new road projects in Central Texas to come into question. A number of pending road projects were delayed indefinitely, design work on new projects was halted and engineering firms began laying off employees.

While fiscal year 2008 was painful, the future is even bleaker for projects funded by the gas tax. With people driving less and buying more fuel efficient cars, a projected funding deficit is expected to grow even wider in coming years. The financial crisis comes as the need to fix our aging infrastructure grows, and high prices drive up the cost of repairs, leaving even less money for new roads.

We've known for years that the gas tax's ability to adequately fund transportation projects was an issue. Traffic congestion was one of the early symptoms of the problem. Fortunately, visionary leaders in Central Texas saw the storm on the horizon and began taking the difficult steps necessary to address the funding crisis. Today, we have a network of toll roads that is allowing our community to flourish, providing a financial backbone that will keep us competitive in the new global economy.

The challenge now is building on that success. With traditional funding sources drying up there will be even greater pressure on the Mobility Authority to fund badly needed projects. As we seek to fill a multi-billion dollar regional funding gap, we will have to implement new and creative methods to control project costs and maximize available revenue. In an effort to begin finding solutions, the Texas Transportation Commission, under the new leadership of Chair Deirdre Delisi, formed a 2030 Committee to examine the state's transportation needs over the next 20 years. The report is due December 2008.

The good news is we are already taking steps in that direction, putting people back to work designing our next wave of projects including the Manor Expressway and an extension of 183A and exploring new ways to move people using concepts like managed lanes.





"Going forward, we in this country will have to rethink the way we fund transportation. The gas tax alone can no longer carry the entire burden. Many experts favor some type of user fee to augment more traditional sources of financing of both roadway construction and maintenance."

Lowell H. Lebermann, Jr.
Vice Chairman

History of Electronic Tolling

Electronic toll collection technology dates back to the 1970's when an early General Electric device called the Designator was tested on the Golden Gate Bridge. The device was the size of a brick and cost \$1,000. Over the years, various radio frequency devices were developed by different companies, many of them with military applications.

A leader in transitioning this technology to the world of tolling was a company called Amtech. Founded in Albuquerque, New Mexico, the firm first used radio frequency identification technology to help railroads keep track of their railcars. Then in 1988, the company visited with the Texas Turnpike Authority and proposed a deal to install



an electronic toll system on the North Dallas Tollway. An agreement was reached, and the Dallas TollTag was born.

The concept proved highly successful, and the technology quickly moved to toll roads in Oklahoma and Louisiana before expanding nationwide. Compared to the current TxTag sticker, the original toll tags were plastic boxes about the size of a man's wallet. Today, electronic tolling is standard practice on practically every toll road in the United States, and many toll roads including 183A are now evolving toward completely cashless toll collection.





"Since our formation in January 2003, the Mobility Authority has charted a visionary path, hiring a staff of creative individuals committed to the ideals of public service, but with the sensibilities of private enterprise. Today, we see this small group of talented individuals pushing the boundaries of our industry in a calculated and methodical effort to improve efficiency and maximize our community's return on investment."

Robert L. Bennett, Jr.
Treasurer



183A Mainline Plaza



"I can't understand why people are frightened of new ideas. I'm frightened of old ones."

John Cage

Drivers Pour onto 183A in First Year

In its first full year of operation, the 183A toll road has proven hugely successful. An aggressive public communication campaign led to impressive traffic volumes and incredible levels of TxTag sticker usage. By the end of Fiscal Year 2008, average weekday transactions on 183A were around 63,474; 88% higher than the 33,696 transactions per weekday that had been projected. TxTag sticker usage hovered around 80% most of the year.

The unique, all-electronic Lakeline toll gantries at the southern end of 183A created both an opportunity and a challenge for the Mobility Authority. Since many drivers were not used to the concept of cashless tolling, the Mobility Authority had to take a creative approach in addressing violations. Throughout FY 2008, the Mobility Authority used a customer friendly violation enforcement program to educate drivers and reduce violations. The unique program helped introduce customers to the concept of cashless tolling and drove significant TxTag sticker usage on 183A. The program set the stage for the Mobility Authority's eventual adoption of video billing and cashless toll collection.

Video Billing Drives Efficiency on 183A

In Central Texas, video billing is being marketed as Pay-By-Mail. Under the process, drivers who do not have a TxTag sticker are sent a bill in the mail. Drivers who do not pay the bill are sent a violation notice and can be charged with a misdemeanor. The Mobility Authority began offering Pay-By-Mail in May of 2008. The program was outsourced to Municipal Services Bureau (MSB), an experienced billing and collection firm headquartered in Austin.

The Pay-By-Mail program is revenue neutral with all costs being covered by the fees charged to drivers who use the service and the fines assessed to vehicle owners who do not pay their bills in a timely manner. Less than 15% of toll transactions on 183A are currently handled through the Pay-By-Mail program.

Cashless Tolling Set to Debut on 183A

The adoption of Pay-By-Mail set the stage for the Mobility Authority's next big move into the world of cashless tolling. A review of operating costs and an analysis by traffic and revenue consultant Stantec determined that with the high TxTag sticker usage rates on 183A, the Mobility Authority could reduce operating costs and possibly increase revenue by eliminating cash toll plazas altogether. The transition to cashless tolling will remove toll plaza delays, improve safety and reduce vehicle emissions. The Mobility Authority Board studied the concept, and at their June 2008 meeting, voted to adopt a cashless tolling policy. The transition to cashless tolling will take place December 1, 2008. All future toll roads will also follow this policy.





Intersection of US 290 East and SH 130

Story of the Gas Tax

The growth of automobile travel in the early 20th century led to the creation of gas taxes to fund roadway projects. States moved first to adopt gas taxes, and the State of Texas instituted a one cent gas tax for the first time in 1923. The first national gas tax was implemented in 1932 and was also one cent. At that time, there were very few paved roads to maintain, so most of the money went to new construction. Today, there are more than 4 million miles of roadways in the United States, with 305,000 of those miles in Texas.

To maintain those roads, build new ones and keep up with inflation, the gas tax has been increased over the years. The state gas tax in Texas is now 20 cents per gallon, having last been raised in 1992. The federal gas tax was last increased in 1993 and is currently 18.4 cents per gallon. At the same time, the gas tax has been increasingly used to fund things other than highways. For example, 15% of the federal gas tax is used to fund public transit. In Texas, 25% of the state gas tax is constitutionally dedicated to funding schools.

With people driving fewer miles and buying more fuel efficient cars, the deficit in transportation funding is expected to grow significantly in coming years. Some experts believe raising the gas tax at a time when the consumption of gas is declining would simply delay tough decisions about the future of transportation funding in the United States.





"I cannot help fearing that men may reach a point where they look on every new theory as a danger, every innovation as a toilsome trouble, every social advance as a first step toward revolution, and that they may absolutely refuse to move at all."

Alexis de Tocqueville

On the Way to Addressing the Transportation Crisis

A major accomplishment for Central Texas occurred in October 2007 when the Capital Area Metropolitan Planning Organization voted to approve the construction of five new expressways to relieve traffic along some of the most congested roads in Central Texas.

Two of the projects, SH 71 (Bastrop Expressway) and US 183 (Bergstrom Expressway) are major feeder routes to Austin-Bergstrom International Airport, a major economic center in the region. SH 71 is also a key corridor serving the Austin suburbs, eastern Travis and Bastrop counties. A third project, US 290/SH 71 (Oak Hill Expressway) provides needed long term relief to the growing southwest portion of Travis County. In southwest Austin, SH 45 (Manchaca Expressway) is a gateway to Hays County, providing residents there with an alternative route into Austin. Finally, US 290 (Manor Expressway) will provide a key connection between the SH 130 toll road and downtown Austin and will continue to serve as an emergency evacuation route for Gulf Coast residents.

All of these projects involve building new, limited-access expressways in expanded medians of existing arterial highways that are littered with traffic signals and snarled with rush hour traffic. Originally projected to cost \$2.5 billion, the projects had to be scaled down as CAMPO and the Mobility Authority struggled with funding limitations and the pressures of rapid inflation. When approved in October 2007, the projects had been revised to a projected cost of \$1.5 billion. Since then, the cost has continued to creep up with fluctuating oil prices and inflationary pressures on construction costs.

Shortly after approval of the projects, the Mobility Authority was notified that more than \$500 million in gap funding originally programmed by TxDOT would be unavailable. Since all of the projects involve maintaining the existing arterials as free parallel highways, the loss of TxDOT gap funding created an even greater challenge for the Mobility Authority. To address the funding shortfall, the Mobility Authority began looking at options to attract private sector funding from non-traditional sources such as pension plans and infrastructure funds.

Ultimately, the Mobility Authority went through a procurement process and selected JP Morgan Securities to help find the necessary investors for the region's projects. The current funding plan calls for a mix of traditional toll revenue bonds, loans from the federal Transportation Infrastructure Finance and Innovation Act program and subordinated debt. As each project moves toward construction, the Mobility Authority will be working with JP Morgan to put together a specific funding package.





"One of the greatest challenges facing transportation agencies today is funding the expansion of congested highways in urban areas where land is very expensive and alternative routes are limited. While tolling is an obvious solution, the concept has proven controversial. As a result, transportation agencies in many communities have simply thrown their hands up and walked away in frustration. That almost happened here too, but thanks to the willingness of our local leaders to take a stand on the issue, we are now on the road to improving mobility on some of our community's most congested highways, while providing a choice to those not wishing to drive on toll roads."

Henry H. Gilmore



Traffic on US 290 East



The Growing Emphasis on Public Interaction

It was not uncommon in the past for transportation projects to be constructed in economically disadvantaged neighborhoods, where land was less expensive and residents were less likely to protest. Today, a concept called Environmental Justice, ensures disadvantaged neighborhoods are protected and have an equal voice. The concept has its roots in the 1964 Civil Rights Act, which required that all persons be protected from discrimination in the application



of federally funded programs and projects. Over the years, additional legislation strengthened the rights of disadvantaged groups. Today, the U.S. Department of Transportation requires that all federally funded projects avoid disproportionate impacts on low-income and minority groups. Above all, transportation agencies are required to ensure all citizens have equal opportunity to access information about a proposed transportation project and have an equal opportunity to submit comments about it. Where a disproportionate impact is determined to exist, the transportation agency is then required to develop a plan to mitigate the impact, if practical.



"We are continually faced by great opportunities brilliantly disguised as insoluble problems."

Lee Iacocca

Manor Expressway on the Road to Completion

Just a few years ago, improvements to US 290 East (Manor Expressway) weren't even on the local radar screen. However, with the completion of the SH 130 toll road and the proliferation of high-tech employers along the corridor, local leaders began to realize how critical the roadway was to the economic growth of the region. As a result, in 2004 the project was placed on the fast track, and TxDOT handed responsibility for developing the Manor Expressway over to the Mobility Authority.

Since then, the Mobility Authority has been conducting a Traffic and Revenue Study and developed a schematic design. During Fiscal Year 2008, the Mobility Authority moved one step closer to construction by procuring several engineering firms to complete the final design of the project. In another attempt to expedite the development of the project, the Mobility Authority choose to procure three prime engineering firms to work concurrently and design the project in the shortest time possible.

In the coming year, final agreements are expected to be reached with TxDOT and the Capital Area Metropolitan Planning Organization regarding toll rates for the project, and final environmental approvals are anticipated. If these efforts remain on schedule, construction on the Manor Expressway could begin as early as January 2010 with completion expected in 2013.

"We are sensitive to the unique challenges of this area and are taking proactive steps to make sure our projects are beneficial not just to commuters but also to the residents who live near our roads. Besides creating jobs and improving mobility in these communities, the US 290 East project will incorporate context sensitive design features adopted through community input that will help beautify this area of town. At the same time, we are developing special toll payment options to accommodate customers who may not use banks or have access to credit cards and computers. We are also looking at ways to increase transportation options for residents who live along our corridors."

Nikelle Meade
Board Member





183A Field Operations Building





The Development of Regional Mobility Authorities

The concept of an independent, quasi-public government agency like the Central Texas Regional Mobility Authority has its origins in the early 20th century. One of the first such agencies to be created was the Pennsylvania Turnpike Commission, which was formed in 1937 to finance, construct and operate the Pennsylvania Turnpike. In the years that followed, many other states adopted a similar approach, creating agencies like the Maine Turnpike Authority, Ohio Turnpike Commission, New Jersey Highway Authority and the New York State Thruway Authority. As automobiles proliferated, privately run companies that had traditionally operated city buses, streetcars and trains found it hard to stay in business. Soon, communities began forming organizations similar to the early toll agencies to take over local transit services. Such was the case in 1953 when the New York City Transit Authority was created. In most places, toll agencies and transit authorities have remained separate entities. In 2001, the Texas Legislature decided to empower local communities to form independent transportation agencies with the flexibility to provide all modes of transportation. In 2002, Williamson County and Travis County took advantage of the legislation and agreed to form the Central Texas Regional Mobility Authority. While the Mobility Authority has the authority to provide transit services, the Capital Metropolitan Transportation Authority already operates transit in Central Texas, and to date, the Mobility Authority's emphasis has been on enhancing the community's highway system and pedestrian facilities.

"Since its formation, the Mobility Authority has proven to be a different kind of public agency, one that is nimble and easily adaptable to a rapidly changing and unpredictable environment. Our Board is always open to new ideas, and we have built a small dynamic staff that loves a challenge. That culture is reflected by our speed of evolution. In just five years, we have completed our first roadway, announced plans to extend it, begun work on a second project and become one of the first agencies in the country to transition to cashless toll collection. We feel we have a program in place that is well prepared for any unexpected detours that might appear."

James H. Mills
Board Member



183A frontage roads



"You have to have a plan in place, but not one so rigid that you don't take detours. The A-ha's are in the detours."

Terry Eggar

On the Fast Track with 183A Expansion

When financing for the 183A toll road was being assembled in 2004, the belief was that the number of people willing to use the new toll road would only be sufficient to fund a 4.5 mile section between RM 620 and RM 1431. As a result, the Mobility Authority scaled back the project and decided to construct a less expensive frontage road system on the north end of the project between RM 1431 and the South San Gabriel River. It turns out the predictions did not reflect reality. Actual traffic volume on 183A is double the original projections, and traffic on the frontage road system is significant.

With more traffic than expected using the northern frontage roads, congestion has been a problem at some of the signalized intersections. In response, the Mobility Authority has decided to expedite the extension of the 183A toll road north to RM 2243. The extension will also allow the Mobility Authority to reconsider the tolling plan for 183A, possibly reducing the toll rate at the Park Street Main Plaza. The result would be lower toll rates for drivers who make shorter trips on the toll road.

The Mobility Authority is in the process of procuring firms to complete the final design work for the 183A extension. If all goes well, the extension could be under construction by 2010.





The Evolution of Managed Lanes

The concept of charging tolls by time of day based on the volume of traffic was first proposed by William Vickery, a Nobel prize winning economist. Vickery believed that all things should be priced based on supply and demand, including transportation. In 1952, he suggested that fares on the New York subway system should be raised during peak hours and lowered in off-peak hours. He later made the same argument for highways claiming such pricing would reduce congestion, air pollution and energy use.

The idea of paying more at peak hours was viewed as a tax increase by many, and for decades, Vickery's ideas were dismissed. Today, Vickery is hailed as the father of congestion pricing, and his ideas have been successfully put into practice around the world. The concept was first tried in Singapore in 1975 to manage vehicle traffic in the downtown business center. That idea, now dubbed Cordon Pricing, has since been implemented in Stockholm, Sweden and London, England. A similar plan for New York City was rejected by the New York State legislature last



year. However, the idea of congestion pricing is taking hold in the United States. The New Jersey Turnpike introduced the concept in 2000. Still today, managed lanes are the primary place where the concept is utilized. The SR 91 project outside Los Angeles was the first, and there are now managed lanes with congestion pricing in San Diego, Minneapolis, Seattle, Salt Lake City, Denver, Miami, Houston and Dallas to name a few. Even the Capital Beltway in Washington D.C. is slated to implement managed lanes in the form of a private concession.





"New ideas come into this world somewhat like falling meteors, with a flash and an explosion, and perhaps somebody's castle roof perforated."

Henry David Thoreau

Loop 1: A Cutting Edge Strategy for Improving Mobility

Loop 1 is among the most challenging roadway corridors in Central Texas. Hemmed in by residential and commercial development, this heavily congested corridor offers few options when it comes to improving mobility. Nearby residents are concerned about any expansion that might encroach on their property or increase roadway noise. Meanwhile, a Union Pacific rail line splits much of the corridor in half, limiting opportunities to widen the road. To date, the only alternative has been to explore the possibility of adding one additional lane into the shoulders in each direction. To provide maximum traffic flow in the new lanes and to generate money to help pay for their construction and operation, the lanes are proposed to be managed toll lanes.

As currently envisioned, the lanes would run from Lady Bird Lake in downtown Austin north to Parmer Lane. Due to the complexity of the project, the Mobility Authority is undertaking a thorough evaluation process to determine if managed lanes can work in the corridor. The Mobility Authority will be doing a traffic and revenue analysis to determine if the lanes are feasible. The agency will also be studying key design issues such as entry and exits points, lane widths, shoulder widths, lane separation issues and emergency vehicle access. Another major consideration is whether the lanes should be free to high occupancy vehicles, and if so, how the high occupancy vehicle requirement would be enforced.

The primary use of a managed lane on Loop 1 would be to use tolling as a means to manage traffic, not to generate revenue. With this in mind, the Mobility Authority has been exploring the possibility of seeking grant money from the federal government to help underwrite the cost of the project. The availability of gap funding may be one of the major factors that determine whether the Mobility Authority chooses to proceed with development of the Loop 1 managed lanes in the coming year.





"As consumers, we are accustomed to the concept of variable pricing. Movies cost more at night, airlines charge more for popular flights and the price of produce goes up when it's in short supply or out of season. Yet, when it comes to highways, we've gotten used to driving wherever we want, whenever we want at a perceived cost of zero. After decades of unfettered access to our highways, congestion has become a serious problem. Managed lanes with variable pricing offer our best hope for providing guaranteed mobility in otherwise gridlocked corridors."

David Singleton
Board Member



Union Pacific rail line and Loop 1

Mural at RM 1431 and 183A



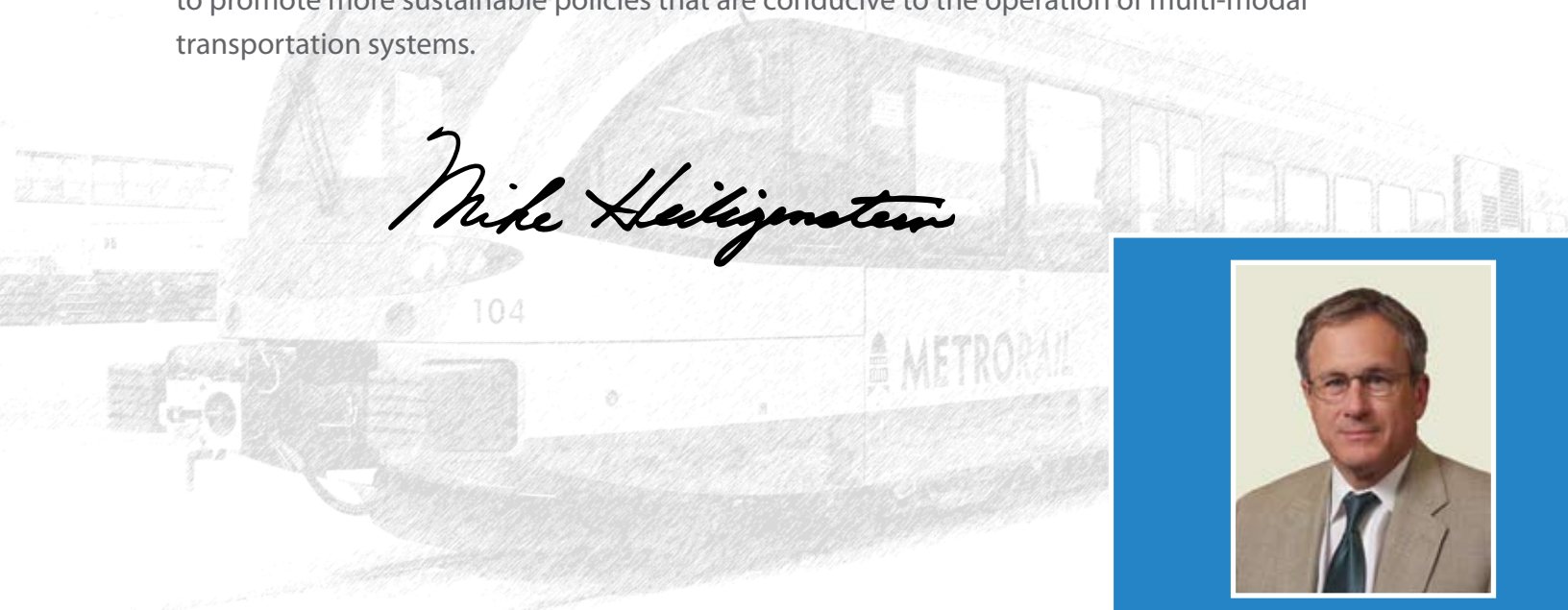


Where Are We Going From Here?

If you think about it, our country has no real transportation strategy anymore. Years ago, President Dwight D. Eisenhower rallied the country around a plan to build a nationwide network of interstate highways. We essentially completed that system more than a decade ago, and since then, we haven't focused on the issue much. Today, we are living off the interstate system that our parents and grandparents paid for, a system that is increasingly congested and outdated. With no interstate program to fund new expressways, fast growing state's like Texas are struggling to balance the need for new highways with the cost to maintain the ones we've already built.

And that's just scratching the surface of the problem. There is a significant disconnect in most communities between road builders and transit agencies. At the Mobility Authority, we believe that it's time to change that. We believe it's time to chart a new vision for the future. It's a vision that requires a great degree of self reliance, using tolling as a mechanism to help support a comprehensive transportation system that includes mass transit.

The changes won't happen overnight. While we wish we could come up with all of the money necessary to fund all of the rail, buses and highways we need right now, patience will be required. The key is that we have a long term vision for a comprehensive transportation strategy. Here at the Mobility Authority that means working closely with all of our transportation partners to promote more sustainable policies that are conducive to the operation of multi-modal transportation systems.



Mike Heiligenstein



Mike Heiligenstein
Executive Director

June 30, 2008 and 2007

Financial Statements and Management Discussion and Analysis

with Independent Auditors' Report Thereon



This section of the Central Texas Regional Mobility Authority (the Authority) financial report presents our discussion and analysis of the Authority's financial performance during the fiscal year that ended June 30, 2008. Please read it in conjunction with the Authority financial statements, which immediately follow this section.

FINANCIAL HIGHLIGHTS

- Bonds payable were issued in 2005 and have an outstanding balance of \$173.2 million as of June 30, 2008. The bonds are repayable over the next 37 years.
- During 2008, the Authority borrowed the entire balance of the TIFIA loan, totaling \$66 million. The loan is repayable over the next 34 years.
- Investments decreased by \$35.3 million.
- Property and equipment, including construction in progress, increased by \$6.6 million during the year ended June 30, 2008.
- Total operating expenses were approximately \$26.5 million and \$4.5 million in 2008 and 2007, respectively.
- Total construction in progress was approximately \$9.3 million, \$4.5 million and \$144.8 million as of June 30, 2008, 2007 and 2006, respectively. A significant portion of construction in progress for the 183A toll road was reclassified as property and equipment during 2007. Depreciation on the toll road and related capitalized expenses was approximately \$7.3 million.
- During 2007, Williamson County contributed approximately \$18.4 million of right-of-way property to the Authority in accordance with several agreements signed in 2005. In 2008, the Authority returned right-of-way property to Williamson County valued at approximately \$96,000.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this annual report consists of two parts: management's discussion and analysis (this section) and the basic financial statements and the notes to the financial statements.

The financial statements provide both long-term and short-term information about the Authority's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

The Authority's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units on an accrual basis. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred and depreciation of assets is recognized in the statements of revenues, expenses and changes in net assets. All assets and liabilities associated with the operation of the Authority are included in the statements of net assets.



FINANCIAL ANALYSIS OF THE AUTHORITY

Net Assets

The Authority's total net assets were approximately \$70.7 million, \$78.0 million and \$62.6 million as of June 30, 2008, 2007, and 2006, respectively (See Table A-1). In 2008, total assets decreased 5% to \$321.2 million, and total liabilities decreased less than 4% to \$250.5 million resulting in a decrease of 9% in total net assets. The decline of \$7,296 is the result of a 2008 operating deficit of \$10,965, which was offset by interest income of \$3,765.

Table A-1
Net Assets
(in thousands of dollars)

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Current assets	\$ 5,436	\$ 7,803	\$ 7,284
Restricted assets	58,415	79,462	161,009
Capital assets	248,640	242,052	145,030
Bond issuance cost	8,694	9,570	11,002
Total assets	<u>\$ 321,185</u>	<u>\$ 338,887</u>	<u>\$ 324,325</u>
Total liabilities	<u>\$ 250,466</u>	<u>\$ 260,872</u>	<u>\$ 261,753</u>
Net assets:			
Invested in capital assets	\$ 5,712	\$ 230	\$ 237
Restricted for other purposes	59,571	69,982	55,051
Unrestricted	5,436	7,803	7,284
Total net assets	<u>\$ 70,719</u>	<u>\$ 78,015</u>	<u>\$ 62,572</u>



Changes in Net Assets

Changes in net assets as of June 30, 2008 and 2007 were approximately (\$7.3) million and (\$3.0) million, respectively, a 9% decrease and 55% decrease from June 30, 2007 and 2006, respectively. The Authority's total revenues were \$19.3 million, an increase of 1187% from 2007, and total expenses were \$26.5 million, an increase of 491% over 2007. See Table A-2.

Table A-2
Changes in Net Assets
(in thousands of dollars)

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Revenues:			
Toll revenue	\$15,484	\$ 976	\$ -
Grants and contributions	-	-	-
Other revenue	3,812	523	490
Total revenues	<u>19,296</u>	<u>1,499</u>	<u>490</u>
Expenses:			
Administration	24,650	3,738	2,039
Professional services	1,847	749	378
Total expenses	<u>26,497</u>	<u>4,487</u>	<u>2,417</u>
Contributed capital	(95)	18,431	-
Change in net assets	(7,296)	(2,988)	(1,927)
Total net assets, beginning of the year	<u>78,015</u>	<u>62,572</u>	<u>64,499</u>
Total net assets, end of the year	<u>\$70,719</u>	<u>\$78,015</u>	<u>\$62,572</u>

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

As of June 30, 2008, and 2007, and 2006, the Authority had invested approximately \$9.3 million, \$4.5 million and \$144.8 million, respectively, in construction-in-progress, including engineering fees and preliminary costs such as funding, consulting, environmental, legal and traffic analysis fees. See Table A-3. The Authority expensed \$4.7 million in construction costs during the year ended June 30, 2008.

Table A-3
Capital Assets
(net of depreciation, in thousands of dollars)

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Property and equipment	\$ 9,374	\$ 7,686	\$ 359
Toll Road	238,045	230,573	-
Accumulated depreciation	(8,043)	(749)	(86)
Construction work in progress	<u>9,264</u>	<u>4,542</u>	<u>144,757</u>
Net capital assets	<u>\$ 248,640</u>	<u>\$242,052</u>	<u>\$145,030</u>



Long-Term Debt

The Authority issued its Series 2005 Senior Lien Revenue Bonds and Series 2005 Subordinate Lien Revenue Bond Anticipation Notes (Series 2005 Subordinate Lien BANs) on March 2, 2005, collectively called the Series 2005 Obligations. The Series 2005 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2005 CIBs) and in part as Convertible Capital Appreciation Bonds (Series 2005 Convertible CABs).

The proceeds from the Series 2005 Obligations were used to: i) finance a portion of the costs of planning, designing, engineering, developing and constructing the interim phase of the 183A Turnpike Project, ii) pay a portion of the costs of studying, evaluating and designing additional turnpike projects within the Authority's jurisdiction, iii) pay capitalized interest with respect to the Series 2005 Obligations, iv) fund a debt service reserve fund for the Series 2005 Senior Lien Revenue Bonds, v) provide working capital to the Authority, and vi) pay the issuance costs of the Series 2005 Obligations.

The U.S. Department of Transportation agreed to lend the Authority up to \$66 million (TIFIA Bond) to pay or reimburse a portion of the costs of the 2005 Project, including any refinancing of the Series 2005 Subordinate Lien BANs, under a secured loan agreement between the Authority and the U.S. Department of Transportation.

On January 1, 2008, the Authority borrowed the entire balance of the \$66 million TIFIA Bond to pay down the Series 2005 Subordinate Lien BANs. The maturity date of the TIFIA Bond is January 1, 2042. Interest on the TIFIA Bond accrues at an annual rate of 4.69% with interest payable each January 1 and July 1, commencing January 1, 2012.

As of June 30, 2008, the Authority had total bond debt outstanding of approximately \$241 million. See Table A-4.

Table A-4
Long-Term Debt
(in thousands of dollars)

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Series 2005 Obligations			
Subordinated Lien Revenue Bond			
Anticipation Notes	\$ -	\$ 66,746	\$ 68,189
Convertible Capital Appreciation Bonds	16,332	16,333	16,333
Current Interest Bonds	156,902	157,045	157,183
TIFIA Bond	67,548	-	-
Net bond debt outstanding	<u>\$240,782</u>	<u>\$240,124</u>	<u>\$241,705</u>

CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Central Texas Regional Mobility Authority, 301 Congress Avenue, Suite 650, Austin, TX 78701.



Independent Auditors' Report

Members of the Central Texas Regional Mobility Authority:

We have audited the statements of net assets of the Central Texas Regional Mobility Authority (the Authority), as of June 30, 2008 and 2007, and the related statements of revenues, expenses and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements and assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority, as of June 30, 2008 and 2007, and the results of its operations and its cash flow for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The Management's Discussion and Analysis on pages 29 through 32 are not a required part of the basic financial statements but are supplementary information required by the accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

PMB HELIN DONOVAN, LLP

PMB Helin Donovan, LLP

October 31, 2008



Central Texas Regional Mobility Authority

Statements of Net Assets

June 30, 2008 and 2007

Assets:	<u>2008</u>	<u>2007</u>
Current assets:		
Cash and cash equivalents (note 2)	\$ 112,999	\$ 37,602
Investments (note 2)	4,569,889	7,413,354
Due from other agencies	695,406	283,799
Accrued interest receivable	3,335	42,813
Prepaid expenses and other assets	<u>54,869</u>	<u>25,702</u>
Total current assets	5,436,498	7,803,270
Restricted assets:		
Cash and cash equivalents (note 2)	12,055,662	602,918
Investments (note 2)	<u>46,358,867</u>	<u>78,859,165</u>
Total restricted assets	58,414,529	79,462,083
Property and equipment, net (note 3)	7,463,713	7,400,236
Toll road, net (note 3)	231,912,873	230,110,106
Construction work in progress (note 3)	9,263,800	4,541,619
Bond issuance costs, net	<u>8,693,850</u>	<u>9,569,525</u>
Total assets	<u>\$ 321,185,263</u>	<u>\$ 338,886,839</u>
Liabilities:		
Current liabilities:		
Accounts payable	\$ 2,189,215	\$ 4,709,234
Accrued interest payable	4,127,325	5,759,913
Accrued expenses	259,077	198,864
Current portion of bonds payable (note 4)	<u>-</u>	<u>66,746,181</u>
Total current liabilities	<u>6,575,617</u>	<u>77,414,192</u>
Noncurrent liabilities:		
TIFIA bond (note 4)	67,547,702	-
Bonds payable (note 4)	173,234,022	173,378,182
Accumulated accretion on capital appreciation bonds (note 4)	2,146,758	1,357,845
Retainage payable	<u>962,228</u>	<u>8,721,249</u>
Total liabilities	<u>250,466,327</u>	<u>260,871,468</u>
Net assets:		
Invested in capital assets, net of related debt	5,711,904	230,297
Restricted for other purposes	59,570,534	69,981,804
Unrestricted	<u>5,436,498</u>	<u>7,803,270</u>
Total net assets	<u>70,718,936</u>	<u>78,015,371</u>
Total liabilities and net assets	<u>\$ 321,185,263</u>	<u>\$ 338,886,839</u>

See accompanying notes to financial statements.

Central Texas Regional Mobility Authority
Statements of Revenues, Expenses and Changes in Net Assets
For the years ended June 30, 2008 and 2007

	<u>2008</u>	<u>2007</u>
Operating revenues		
Tolls	\$ 15,484,213	\$ 976,175
Other	<u>47,197</u>	<u>58,542</u>
Total revenues	<u>15,531,410</u>	<u>1,034,717</u>
Operating expenses		
Salaries and wages	1,945,978	1,758,976
Other contractual services	2,486,198	705,240
Professional services	1,846,654	748,717
General and administrative	<u>20,217,914</u>	<u>1,274,209</u>
Total operating expenses	<u>26,496,744</u>	<u>4,487,142</u>
Total operating loss	(10,965,334)	(3,452,425)
Nonoperating revenues		
Interest income, net of interest capitalized, (note 2)	3,764,688	464,806
Contributed right of way	<u>(95,789)</u>	<u>18,430,635</u>
Change in net assets	<u>(7,296,435)</u>	<u>15,443,016</u>
Total net assets at beginning of the year	<u>78,015,371</u>	<u>62,572,355</u>
Total net assets at end of the year	<u>\$ 70,718,936</u>	<u>\$ 78,015,371</u>

See accompanying notes to financial statements.

Central Texas Regional Mobility Authority
Statements of Cash Flows

For the years ended June 30, 2008 and 2007

	<u>2008</u>	<u>2007</u>
Cash flows from operating activities:		
Receipts from toll fees	\$ 15,072,606	\$ 692,376
Receipts from other fees	43,016	58,542
Receipts from interest income	559,805	552,806
Receipts from other sources	-	182,226
Payments to vendors	(16,056,691)	(1,190,708)
Payments to professionals	1,846,654	(748,717)
Payments to employees	(1,907,447)	(1,563,263)
Net cash flows used in operating activities	<u>(442,057)</u>	<u>(2,016,738)</u>
Cash flows from capital and related financing activities:		
Acquisitions of property and equipment	(9,256,718)	(39,677)
Acquisitions of construction in progress	(14,116,847)	(79,202,979)
Payment of Series 2005 Subordinated Lien		
Revenue Bond Anticipation Notes	(66,000,000)	-
Proceeds from TIFIA Loan	66,000,000	-
Net cash flows used in capital and related financing activities	<u>(23,373,565)</u>	<u>(79,242,656)</u>
Cash flows from investing activities:		
Purchase of investments	(88,170,632)	(68,284,849)
Proceeds from sale or maturity of investments	123,514,395	142,262,982
Net cash flows provided by investing activities	<u>35,343,763</u>	<u>73,978,133</u>
Net increase (decrease) in cash and cash equivalents	11,528,141	(7,281,261)
Cash and cash equivalents at beginning of year	640,520	7,921,781
Cash and cash equivalents at end of year (including \$12,055,662 for 2008 and \$602,918 for 2007 reported in restricted assets)	\$ <u>12,168,661</u>	\$ <u>640,520</u>
Reconciliation of change in net assets to net cash provided by operating activities:		
Change in net assets	\$ <u>(7,296,435)</u>	\$ <u>(2,987,619)</u>
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	7,294,685	663,233
Return of right of way	95,789	-
Changes in assets and liabilities:		
Increase in prepaid expenses and other assets	(29,167)	(2,362)
Increase in non-cash revenue (due from other agencies)	(411,607)	(283,799)
Increase (decrease) in accounts payable	(155,535)	419,794
Increase in accrued expenses	60,213	174,015
Total adjustments	<u>6,854,378</u>	<u>970,881</u>
Net cash flows provided by operating activities	\$ <u>(442,057)</u>	\$ <u>(2,016,738)</u>
Supplemental disclosure of non-cash transactions:		
Reclassification of construction to property and equipment	\$ -	\$ 237,860,498
Contributed (return of) right-of-way	\$ <u>(95,789)</u>	\$ <u>18,430,635</u>

See accompanying notes to financial statements.

Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

1. Organization and Summary of Significant Accounting Policies

The financial statements of the Central Texas Regional Authority (the Authority) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The Authority applies Financial Accounting Standards Board pronouncements and Accounting Principles Board opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails, and all of the GASB pronouncements issued subsequently. The more significant of the Authority's accounting policies are described below:

A. Reporting Entity - The Central Texas Regional Mobility Authority (the Authority) was created by the State of Texas in 2002. The Authority is authorized to construct, maintain, repair and operate turnpike projects at locations authorized by the Legislature of the State of Texas and approved by the State Department of Transportation. The Authority receives its revenues from tolls, fees and rents from the operation of turnpike projects. The Authority may issue revenue bonds for the purpose of paying the costs of turnpike projects.

The Authority was formed through the joint efforts of Travis and Williamson counties (the Counties). Their efforts began in September 2002, following the enactment of provisions by the 77th Texas Legislature authorizing the formation of Regional Mobility Authorities (RMAs). The petition to form the Authority was filed by the Counties, and the Texas Transportation Commission granted approval for its formation in October 2002. The Counties appointed its initial board of directors in January 2003. Each county appointed three directors, and the Governor appointed the presiding officer. The members are appointed in belief that the composition of the board and the common interest in the region shared by all board members will result in adequate representation of all political subdivisions within the geographic area of the RMA and to serve without pay for terms of two years. The Authority has full control over all operations, but must comply with certain bond indentures and trust agreements. The Authority employs an Executive Director who manages the day-to-day operations.

In evaluating how to define the Authority, for financial reporting purposes, management has determined that there are no entities over which the Authority exercises significant influence. Significant influence or accountability is based primarily on operational or financial relationships with the Authority. Since the Authority does not exercise significant influence or accountability over other entities, it has no component units.

B. Basis of Accounting - The operations of the Authority are accounted for as an enterprise fund on an accrual basis in order to recognize the flow of economic resources. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, depreciation of assets is recognized and all assets and liabilities associated with the operation of the Authority are included in the Statements of Net Assets.



Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

1. Organization and Summary of Significant Accounting Policies (continued)

Operating expenses for the Authority include the costs of operating the turnpikes, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

- C. Cash, Cash Equivalents and Investments** - Cash and cash equivalents include cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. These deposits are fully collateralized or covered by federal deposit insurance.

Investments are reported at fair value. The net change in fair value of investments is recorded on the Statements of Revenues, Expenses and Changes in Net Assets and includes the unrealized and realized gains and losses on investments.

- D. Compensated Absences** - Vested or accumulated vacation leave is recorded as an expense and a liability as the benefits accrue to employees. There are no accumulating sick leave benefits that vest for which any liability must be recognized.

- E. Capital Assets** - Capital assets, which include property, equipment and infrastructure assets are reported at cost. Capital assets are defined as assets with initial, individual costs exceeding \$500 to \$20,000 depending on asset category. Depreciation is computed on the straight-line method over the following estimated useful lives:

Roads and bridges, 40 years
Improvements, 5-20 years
Buildings, 20-30 years
Equipment, 3-7 years
Capitalized interest, life of project

A full month's depreciation is taken in the month an asset is placed in service. When property and equipment are disposed, depreciation is removed from the respective accounts, and the resulting gain or loss, if any, is recorded in operations.

Prior to the reclassification of the construction-in-progress related to the 183A toll road to property and equipment, the majority of capitalized costs for the year ended June 30, 2008 and 2007 relate to construction-in-progress. During fiscal years 2008 and 2007, computer and other types of equipment were obtained and depreciated using the straight-line method over periods ranging from 3 to 7 years.

In accordance with FASB Statement No. 62, *Capitalization of Interest Cost in Situations Involving Certain Tax-Exempt Borrowings and Certain Gifts and Grants*, the Authority capitalizes interest cost of restricted tax-exempt borrowings less any interest earned on temporary investment of the proceeds of those borrowings from the date of borrowing until the specified qualifying assets acquired with those borrowings are ready for their intended use.



Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

1. Organization and Summary of Significant Accounting Policies (continued)

In addition, the Authority recognizes revenues, expenses and changes in net assets relating to earnings from restricted grants.

- F. Grants and Contracts** - Revenues include charges paid by a related party related to a sublease contract agreement. Revenues on grants and contributions including right-of-way property that is restricted to meeting the operational or capital requirements of a particular program. The Authority considers all grant and contributions to be 100% collectible.
- G. Investments** - The Authority invests funds in accordance with its investment policy, bond indentures and the Texas Public Funds Investment Act. Investments are carried at fair value. Fair value is defined as the amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. The fair value is determined typically by quoted market prices.
- H. Restricted Assets** - Certain proceeds of the Authority's bonds and grants, as well as certain other resources, are classified as restricted assets in the statement of net asset because they are maintained in separate investment accounts, and their use is limited by applicable bond covenants and grant agreements. The Authority's policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.
- I. Income Taxes** - The Authority is an instrumentality of the State of Texas. As such, income earned in the exercise of its essential government functions is exempt from state or federal income taxes. Bond obligations issued by state and local governments are tax-exempt only if the issuers pay rebate to the federal government of the earnings on the investment of the proceeds of a tax-exempt issue in excess of the yield on such obligations and any income earned on such excess.
- J. Bond Premiums, Discounts and Issuance Costs** - The Authority amortizes premiums and discounts over the estimated life of the bonds as an adjustment to capitalized interest. Bond issuance cost is amortized over a 7 year period. In the years ended June 30, 2008 and 2007, the Authority amortized \$1,432,315 and \$890,337 of issuance costs, respectively.
- K. Classification of Operating and Non-operating Revenue and Expenses** - The Authority defines operating revenues and expenses as those revenues and expenses generated by a specified program offering either a good or service. This definition is consistent with GASB Statement No. 9, which defines operating receipts as cash receipts from customers and other cash receipts that do not result from transactions defined as capital and related financing, non-capital financing or investing activities.
- L. Estimates** - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of



Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

1. Organization and Summary of Significant Accounting Policies (continued)

revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. Cash and Investments

Deposit and investment resources are exposed to risks that have the potential to result in losses that could impact the delivery of the Authority's services. In March, 2003, the Governmental Accounting Standards Board (GASB) issued Statement No. 40, Deposit and Investment Risk Disclosures. Statement No. 40 updates the disclosure and reporting of custodial credit risk under GASB Statement No. 3, Deposits with Financial Institutions, Investments (including Repurchase Agreements) and Reverse Repurchase Agreements and also addresses other common risks, including credit risk, concentration of credit risk, interest rate risk and foreign currency risk. The provisions of Statement No. 40 require the additional disclosures presented in these notes but have no impact on the Authority's net assets.

The Authority's Board has adopted an Investment Policy to set forth the factors involved in the management of investment assets for the Authority. The Authority seeks to mitigate risk by investing in compliance with the investment policy, qualifying the broker or financial institution with whom the Authority will transact, maintain sufficient collateralization, portfolio diversification and limiting maturity.

As of June 30, 2008 and 2007, the Authority had the following investments:

Summary of Investments by Type	2008	2007
JP Morgan Chase & Co. Guaranteed Investment Contracts	\$ -	10,310,832
TexSTAR Investment Pool	48,421,115	71,494,603
Certificates of Deposit	1,500,000	-
U.S. Government Agency securities:		
Federal Home Loan Bank	-	4,467,084
Federal Home Loan Mortgage Corp.	1,007,641	-
Total investments	\$ 50,928,756	86,272,519
Unrestricted investments	\$ 4,569,889	7,413,354
Restricted investments	46,358,867	78,859,165
Total investments	\$ 50,928,756	86,272,519
Interest income	\$ 3,764,688	14,881,241
Less: interest income capitalized	-	(14,416,435)
Total investment income	\$ 3,764,688	464,806

Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

2. Cash and Investments (continued)

Custodial Credit Risk

Deposits

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the Authority will not be able to recover its deposits or will not be able to recover its collateral securities that are in the possession of an outside party. While the Board has no formal policy specific to custodial credit risk, operating bank accounts are fully collateralized with pledged securities.

At June 30, 2008, the carrying amount of the Authority's cash and cash equivalents was \$12,168,661. The bank balance was \$193,595 as of June 30, 2008. The remaining amount was maintained in money market accounts.

At June 30, 2007, the carrying amount of the Authority's cash and cash equivalents was \$640,520. The bank balance was \$64,840 as of June 30, 2007. The remaining amount was maintained in money market accounts.

There is no limit on the amount the Authority may deposit in any one institution. However, the Federal Deposit Insurance Corporation insures up to \$100,000 per institution, \$250,000 from October 3, 2008 through December 31, 2009. The Authority is fully collateralized with pledged securities for amounts in excess of the FDIC limit for the year ended June 30, 2008.

Investments

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the Authority will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. Investment securities are exposed to custodial risk if the securities are uninsured, are not registered in the name of the Authority, and are held by the counterparty, its trust or agent, but not in the Authority's name. The Authority's investment securities are not exposed to custodial credit risk because all securities are held by the Authority's custodial bank in the Authority's name.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the Authority's investment in a single issuer. The Authority is authorized to invest funds in accordance with its investment policy, bond indentures and the Texas Public Funds Investment Act. Authorized investments include, but are not limited to: U.S. Treasury and Federal Agency issues, certificates of deposit issued by a state or national bank domiciled in the State of Texas, repurchase agreements collateralized by U.S. Treasury or Federal Agency securities, guaranteed investment contracts (GICs), obligations of states and municipalities, SEC registered no-load money market mutual funds and local government investment funds. The Authority's investments are insured or registered and are held by the Authority or its agent in the Authority's name.



Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

2. Cash and Investments (continued)

With regards to investment composition, the Authority's investment policy currently states that local government investment pools may not exceed 80% of the total investment portfolio less bond funds. Bond funds may be invested at 100% of total investment portfolio. No other parameters for investment composition are stated in the approved investment policy.

As of June 30, 2008 and 2007, the following was the composition of the Authority's portfolio:

	<u>2008</u>	<u>2007</u>
JP Morgan Chase & Co. Guaranteed Investment Contracts	0.0%	11.9%
TexSTAR Investment Pool	95.1%	82.9%
United States Government Agency securities	2.0%	5.2%
Certificates of Deposit	2.9%	0.0%

Interest Rate Risk

Interest rate risk is the risk that the changes in interest rates will adversely affect the fair value of an investment. Interest rate risk may be mitigated by investing operating funds primarily in shorter term securities, money market funds or similar investment pools and limiting the average maturity of the portfolio.

The Authority's investment policy notes that with regard to maximum maturities, the Authority will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Authority will not directly invest operating or general funds in securities maturing more than sixteen months from the date of purchase, unless approved by the Authority's Board. Investment of bond proceeds shall not exceed the projected expenditure schedule of the related project. Reserve funds may be invested in securities exceeding twelve months if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

As of June 30, 2008 and 2007, all of the Authority's investments mature within one year. The weighted average maturity of the TexSTAR Investment Pool at June 30, 2008 and 2007 was 31 days and 18 days, respectively.



Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

2. Cash and Investments (continued)

Credit Risk

Credit risk is the risk than an issuer or other counterparty to an investment will not fulfill its obligations to the Authority. To help mitigate credit risk, credit quality guidelines are incorporated into the investment policy, as follows:

- Limiting investments to the safest types of securities, as listed above under the 'Concentration of Credit Risk' section
- Pre-qualifying the financial institutions, brokers/dealers, intermediaries and advisors with which the Authority will do business

The TexSTAR Investment Pool is rated AAA by Standard and Poor's and is fully collateralized and maintains a weighted average maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The amounts can be withdrawn with limited notice. The JP Morgan Chase and Co. guaranteed investment contracts were fully collateralized with highly rated investment securities. The United States government agency securities are obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government and are not considered to have credit risk.

3. Capital Assets

The following schedule summarizes the capital assets of the Authority as of June 30, 2008 and 2007:

Property and equipment as of June 30, 2008:

	2007	Additions	Reclass	2008
Property and equipment	\$ 7,686,099	1,688,141		\$ 9,374,240
Toll Road				
Building and Toll Facilities	6,897,618	164,714	-	7,062,332
Highways and Bridges	190,310,210	7,149,141	-	197,459,351
Toll Equipment	4,519,992	67,123	-	4,587,115
Signs	5,258,662	15,801	-	5,274,463
Land Improvements	819,435	138,250	-	957,685
Right-of-Way	22,767,076	33,548	(95,789)	22,704,835
Accumulated depreciation	(748,750)	(7,294,685)	-	(8,043,435)
Net property and equipment	\$ 237,510,342	1,962,033	(95,789)	\$ 239,376,586

Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

3. Capital Assets (continued)

Property and equipment as of June 30, 2007:

	2006	Additions	Reclass	2007
Property and equipment	\$ 358,917	39,677	7,287,505	\$ 7,686,099
Toll Road				
Building and Toll Facilities	-	-	6,897,618	6,897,618
Highways and Bridges	-	-	190,310,210	190,310,210
Toll Equipment	-	-	4,519,992	4,519,992
Signs	-	-	5,258,662	5,258,662
Land Improvements	-	-	819,435	819,435
Right of Way	-	-	22,767,076	22,767,076
Accumulated depreciation	(85,517)	(663,233)	-	(748,750)
Net property and equipment	\$ 273,400	(623,556)	237,860,498	\$ 237,510,342

Construction in progress as of June 30, 2008:

	2007	Additions	Reclass	2008
Construction in progress				
Preliminary costs	\$ 4,379,846	4,566,060	-	\$ 8,945,906
Engineering	134,553	20,534	-	155,087
Construction	-	-	-	-
Collection system	27,220	135,587	-	162,807
Capitalized interest	-	-	-	-
Net construction in progress	\$ 4,541,619	4,722,181	-	\$ 9,263,800

Construction in progress as of June 30, 2007:

	2006	Additions	Reclass	2007
Construction in progress				
Preliminary costs	\$ 7,118,075	22,667,583	(25,405,812)	\$ 4,379,846
Engineering	18,460,886	4,663,116	(22,989,449)	134,553
Construction	110,894,089	57,948,517	(168,842,606)	-
Collection system	2,583,715	5,625,235	(8,181,730)	27,220
Capitalized interest	5,700,186	6,740,715	(12,440,901)	-
Net construction in progress	\$ 144,756,951	97,645,166	(237,860,498)	\$ 4,541,619

Depreciation expense for the years ended June 30, 2008 and 2007 was \$7,294,685 and \$663,233, respectively. No retirements of capital assets occurred during the years ended June 30, 2008 and 2007.

The Authority's construction of the 183A Turnpike Project was substantially completed in March 2007. The total budget for the construction of the 183A Turnpike Project is \$224.7 million, of which approximate \$222 million has been incurred. Prior to the capitalization of the construction costs to the toll road and other property and

Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

3. Capital Assets (continued)

equipment, preliminary and engineering costs for the development of all construction projects totaled \$242.4 million as of June 30, 2007.

Prior to the capitalization of the construction costs to the toll road and other property and equipment, capitalized interest consists of the following as of June 30, 2007:

		(Prior to capitalization) 2007
Interest accrued on bonds	\$	27,524,717
Less: bond premium amortization		(3,701,455)
Plus: bond issuance cost amortization		3,360,844
Interest expense capitalized		27,184,106
Less: cumulative interest earned on bond proceeds invested		(14,416,435)
Less: investment bond discount		(326,770)
	\$	12,440,901

The Authority has entered into other preliminary and engineering costs for the development of other construction projects totaling \$9.3 million.

		Construction in Progress
290 East	\$	7,087,301
183/71		155,952
183A Extension		636,311
Other construction		1,384,236
	\$	9,263,800

4. Bonds Payable

The following schedule summarizes the bonds payable as of June 30, 2008 and 2007:

Bonds Payable as of June 30, 2008:

		2007	Additions	Payments		2008
Series 2005 Obligations	\$	233,967,611	-	(66,000,000)	\$	167,967,611
TIFIA Bond		-	66,000,000	-		66,000,000
Total	\$	233,967,611	66,000,000	(66,000,000)	\$	233,967,611

Bonds Payable as of June 30, 2007:

		2006	Additions	Payments		2007
Series 2005 Obligations	\$	233,967,611	-	-	\$	233,967,611
Total	\$	233,967,611	-	-	\$	233,967,611



Central Texas Regional Mobility Authority
Notes to Financial Statements

For the years ended June 30, 2008 and 2007

4. Bonds Payable (continued)

Series 2005 Obligations

The Authority issued its Series 2005 Senior Lien Revenue Bonds and Series 2005 Subordinate Lien Revenue Bond Anticipation Notes (Series 2005 Subordinate Lien BANs) on March 2, 2005, collectively called the Series 2005 Obligations. The Series 2005 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2005 CIBs) and in part as Convertible Capital Appreciation Bonds (Series 2005 Convertible CABs).

The proceeds from the Series 2005 Obligations were used to: i) finance a portion of the costs of planning, designing, engineering, developing and constructing the interim phase of the 183A Turnpike Project, ii) pay a portion of the costs of studying, evaluating and designing additional turnpike projects within the Authority's jurisdiction, iii) pay capitalized interest with respect to the Series 2005 Obligations, iv) fund a debt service reserve fund for the Series 2005 Senior Lien Revenue Bonds, v) provide working capital to the Authority, and vi) pay the issuance costs of the Series 2005 Obligations.

The Series 2005 Subordinate Lien BANs are scheduled to mature on the date and in the principal amount shown below. Interest on the Series 2005 Subordinate Lien BANs is calculated on the basis of a 360-day year of twelve 30-day months at the interest rates shown below. Interest on the 2005 Subordinate Lien BANs is payable on each July 1 and January 1, commencing July 1, 2005.

The Series 2005 CIBs are scheduled to mature on the dates and in the principal amounts shown below. Interest on the Series 2005 CIBs is calculated on the basis of a 360-day year of twelve 30-day months at the interest rates shown below. Interest on the 2005 CIBs is payable on each July 1 and January 1, commencing July 1, 2005.

The Series 2005 Convertible CABs are scheduled to mature on the dates shown below at an aggregated maturity amount of \$24,010,000.

The principal amounts shown below for the Series 2005 Convertible CABs represent the total amount of outstanding principal plus the accreted and compounded interest as of June 30, 2008.

Interest on the Series 2005 Convertible CABs will accrete from the date of initial delivery until January 1, 2014 at the interest rates noted below and will compound on each July 1 and January 1, commencing July 1, 2005 and on January 1, 2014. From and after January 1, 2014, interest on the maturity amount of the Series 2005 Convertible CABs will accrue at the interest rates noted below and will be payable each July 1 and January 1.

Under the bond indenture relating to the Series 2005 Obligations, the debt service reserve fund for the Series 2005 Senior Lien Revenue Bonds requires an amount equal to the least of i) the maximum annual debt service of all outstanding Senior Lien Obligations, ii) 1.25 times the average annual debt services of all outstanding Senior Lien Obligations, or iii) ten percent of the aggregate amount of the outstanding Senior Lien Obligations, as determined on the date each series of senior lien obligations is issued. However, no debt



service reserve requirement has been established with respect to the Series 2005 Subordinate Lien BANs.

Central Texas Regional Mobility Authority

Notes to Financial Statements

For the years ended June 30, 2008 and 2007

Description	Maturity January 1	Interest Rate	Outstanding Principal	Unamortized Premium (Discount)	Total
Series 2005 Senior Lien Revenue Bonds					
Convertible Capital Appreciation Bonds	2015	4.20%	\$ 1,593,394	-	\$ 1,593,394
Convertible Capital Appreciation Bonds	2016	4.25%	3,124,749	-	3,124,749
Convertible Capital Appreciation Bonds	2017	4.35%	2,738,819	-	2,738,819
Convertible Capital Appreciation Bonds	2018	4.45%	2,423,743	-	2,423,743
Convertible Capital Appreciation Bonds	2019	4.50%	2,177,004	-	2,177,004
Convertible Capital Appreciation Bonds	2020	4.55%	1,969,370	-	1,969,370
Convertible Capital Appreciation Bonds	2021	4.60%	2,305,532	-	2,305,532
Total Convertible Capital Appreciation Bonds			16,332,611	-	16,332,611
Current Interest Serial Bonds	2012	5.00%	1,495,000	82,497	1,577,497
Current Interest Serial Bonds	2013	5.00%	2,720,000	171,140	2,891,140
Current Interest Serial Bonds	2014	3.50%	3,100,000	(12,395)	3,087,605
Current Interest Serial Bonds	2022	5.00%	3,260,000	206,333	3,466,333
Current Interest Serial Bonds	2023	5.00%	3,115,000	190,830	3,305,830
Current Interest Serial Bonds	2024	5.00%	2,995,000	174,770	3,169,770
Current Interest Term Bonds	2025	4.50%	2,950,000	(19,140)	2,930,860
Current Interest Term Bonds	2026	4.50%	4,235,000	(27,726)	4,207,274
Current Interest Term Bonds	2027	4.50%	4,280,000	(28,248)	4,251,752
Current Interest Term Bonds	2028	4.50%	3,815,000	(25,362)	3,789,638
Current Interest Term Bonds	2029	4.50%	3,870,000	(25,897)	3,844,103
Current Interest Term Bonds	2030	5.00%	3,930,000	172,224	4,102,224
Current Interest Term Bonds	2031	5.00%	5,200,000	229,123	5,429,123
Current Interest Term Bonds	2032	5.00%	5,250,000	232,477	5,482,477
Current Interest Term Bonds	2033	5.00%	5,315,000	236,427	5,551,427
Current Interest Term Bonds	2034	5.00%	5,395,000	240,985	5,635,985
Current Interest Term Bonds	2035	5.00%	5,490,000	246,167	5,736,167
Current Interest Term Bonds	2036	5.00%	7,170,000	267,625	7,437,625
Current Interest Term Bonds	2037	5.00%	7,320,000	274,108	7,594,108
Current Interest Term Bonds	2038	5.00%	7,485,000	281,125	7,766,125
Current Interest Term Bonds	2039	5.00%	7,670,000	288,870	7,958,870
Current Interest Term Bonds	2040	5.00%	7,875,000	297,353	8,172,353
Current Interest Term Bonds	2041	5.00%	9,000,000	340,643	9,340,643
Current Interest Term Bonds	2042	5.00%	9,245,000	350,693	9,595,693
Current Interest Term Bonds	2043	5.00%	9,520,000	361,871	9,881,871
Current Interest Term Bonds	2044	5.00%	9,810,000	373,613	10,183,613
Current Interest Term Bonds	2045	5.00%	10,125,000	386,305	10,511,305
Total Current Interest Bonds			151,635,000	5,266,411	156,901,411
Total Series 2005 Senior Lien Revenue Bonds			167,967,611	5,266,411	173,234,022
Total Series 2005 Obligations			\$ 167,967,611	\$ 5,266,411	\$ 173,234,022

Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

4. Bonds Payable (continued)

The amount of accumulated accreted interest on the Series 2005 Convertible CABs as of June 30, 2008 is set forth in the following table. The accumulated accreted interest is added to the outstanding principal on July 1 and January 1 of each year beginning July 1, 2005.

Description	Maturity January 1	Interest Rate		Outstanding Principal		Accumulated Accretion		Total
Convertible Capital Appreciation Bonds	2015	4.20%	\$	1,593,394	\$	198,941	\$	1,792,335
Convertible Capital Appreciation Bonds	2016	4.25%		3,124,749		395,007		3,519,756
Convertible Capital Appreciation Bonds	2017	4.35%		2,738,819		354,787		3,093,606
Convertible Capital Appreciation Bonds	2018	4.45%		2,423,743		321,564		2,745,307
Convertible Capital Appreciation Bonds	2019	4.50%		2,177,004		292,250		2,469,254
Convertible Capital Appreciation Bonds	2020	4.55%		1,969,370		267,462		2,236,832
Convertible Capital Appreciation Bonds	2021	4.60%		2,305,532		316,747		2,622,279
Total Convertible Capital Appreciation Bonds			\$	16,332,611	\$	2,146,758	\$	18,479,369

TIFIA Bond

The U.S. Department of Transportation has agreed to lend the Authority up to \$66 million to pay or reimburse a portion of the costs of the 2005 Project, including any refinancing of the Series 2005 Subordinate Lien BANS, under a secured loan agreement between the Authority and the U.S. Department of Transportation. On March 2, 2005, the Authority issued its 2005 TIFIA Bond to evidence its obligation to repay any borrowing under such secured loan agreement.

On January 1, 2008, the Authority borrowed the entire balance of \$66 million to pay down the Series 2005 Subordinate Lien BANS. The maturity date of the TIFIA bond is January 1, 2042. Interest on the TIFIA bond accrues at an annual rate of 4.69% with interest payable each January 1 and July 1, commencing January 1, 2012. As of June 30, 2008, the Authority had a total of \$1,547,700 of interest accrued on the \$66,000,000 balance for a total of \$67,547,700.

Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

4. Bonds Payable (continued)

Series 2005 Obligations and TIFIA Bond Obligations

Future payments of principal and interest on the Series 2005 Obligations and TIFIA Bond Obligations (based on the scheduled payments) as of June 30, 2008 are as follows:

Fiscal Year Ended June 30	Principal	Interest	Total Amount
2009	\$	7,439,500	\$ 7,439,500
2010	-	7,439,500	7,439,500
2011	-	7,439,500	7,439,500
2012	100,000	10,754,843	10,854,843
2013	150,000	13,720,746	13,870,746
2014 and thereafter	245,344,172	240,894,984	486,239,156
Total obligations	\$ 245,594,172	\$ 287,689,073	\$ 533,282,245

Below is a reconciliation of the principal payments to the balance sheet as of June 30, 2008:

	<u>Principal</u>
Total obligations	\$ 245,594,172
Less: Capitalized TIFIA bond interest	(10,078,859)
Add: Unamortized Premium / Discount	5,266,411
Total Series 2005 Obligations and TIFIA bond	\$ 240,781,724

5. Rebutable Arbitrage

Current federal income tax law and the bond indentures require that certain arbitrage profits earned on nonpurpose investments attributable to outstanding tax-exempt bonds must be rebated to the U.S. Treasury. The Authority had accrued no rebutable arbitrage as of June 30, 2008.

6. Risk Management

In conjunction with its normal operations, the Authority is exposed to various risks related to the damage or destruction of its assets from both natural and man-made occurrences, tort/liability claims, errors and omissions claims and professional liability claims. As a result of these exposures, the Authority carries insurance with private insurers under an "all risks" policy. All categories of insurance coverage in place were either maintained at current levels or increased as to overall limits of coverage and reduction of self-retained risk so as to reduce the overall exposure of risk to the Authority. There were no settlements in excess of insurance coverage in 2008 and 2007.

Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

6. Risk Management (continued)

The Authority's primary construction project, the 183A Turnpike Project, is insured by the contractor and the Authority until the project's final acceptance.

7. Employee Retirement Plan

Plan Description - The Authority participates in the Texas County and District Retirement System (the System). The System is a non-profit public trust providing pension, disability and death benefits for the eligible employees of participating counties and districts. The System was established by legislative act in 1967 under authority of Article XVI of the Texas Constitution. The TCDRS Act (Subtitle F, Title 8, Texas Government Code) is the basis for the System administration. The System issues a publicly available annual financial report that includes financial statements and required supplementary information for the Plan. That annual report may be downloaded at www.tcdrs.com.

Funding Policy - Plan members and the Authority are required to contribute at a rate set by statute. The contribution requirements of Plan members and the Authority are established and may be amended. During 2008 and 2007, the contribution rate for the Plan members was 7.0% of gross pay. The Authority pays a matching portion to the defined contribution pension plan totaling 12.59% and 12.62% of gross pay for 2008 and 2007, respectively, which totaled \$158,647 and \$140,465 for 2008 and 2007, respectively.

8. Disaggregation of Receivable and Payable Balances

Receivables are comprised of current intergovernmental receivables, representing 100% of the balance at June 30, 2008 and 2007. Payable balances are comprised of 100% current payables to contractors and vendors at June 30, 2008 and 2007.

9. Related Party

The Chief Financial Officer of the Authority is the President of The Texas Short Term Asset Reserve Fund (TexSTAR). TexSTAR is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. The Authority has investments of \$48,421,115 and \$71,494,603 in TexSTAR as of June 30, 2008 and 2007, respectively.

The Authority is subletting its office space to the major vendor in charge of electronic toll collection services. See footnote 10 for details of the sublease agreement.



Central Texas Regional Mobility Authority
Notes to Financial Statements
For the years ended June 30, 2008 and 2007

10. Commitments and Contingent Liabilities

The Authority's construction of the 183A Turnpike Project was substantially completed in March 2007. The total budget for the construction of the 183A Turnpike Project is \$224.7 million, of which approximately \$222 million has been incurred.

On July 15, 2005, the Authority entered into a 7-year lease agreement for office space at 301 Congress Avenue, Austin, Texas. The aggregate future minimum lease payments are as follows:

2009	\$138,254
2010	140,093
2011	149,288
2012	124,407
	\$552,042

Coinciding with the office space lease noted above, the Authority entered into a 7-year sublease agreement with a related party for a portion of the 301 Congress Avenue space. On March 1, 2008, the related party cancelled the sublease. The total of minimum rentals received during the year ended June 30, 2008 was \$41,063.

The Authority's total rental expense for fiscal years 2008 and 2007 amounted to \$178,260 and \$182,683, respectively.

11. Due from Other Agencies

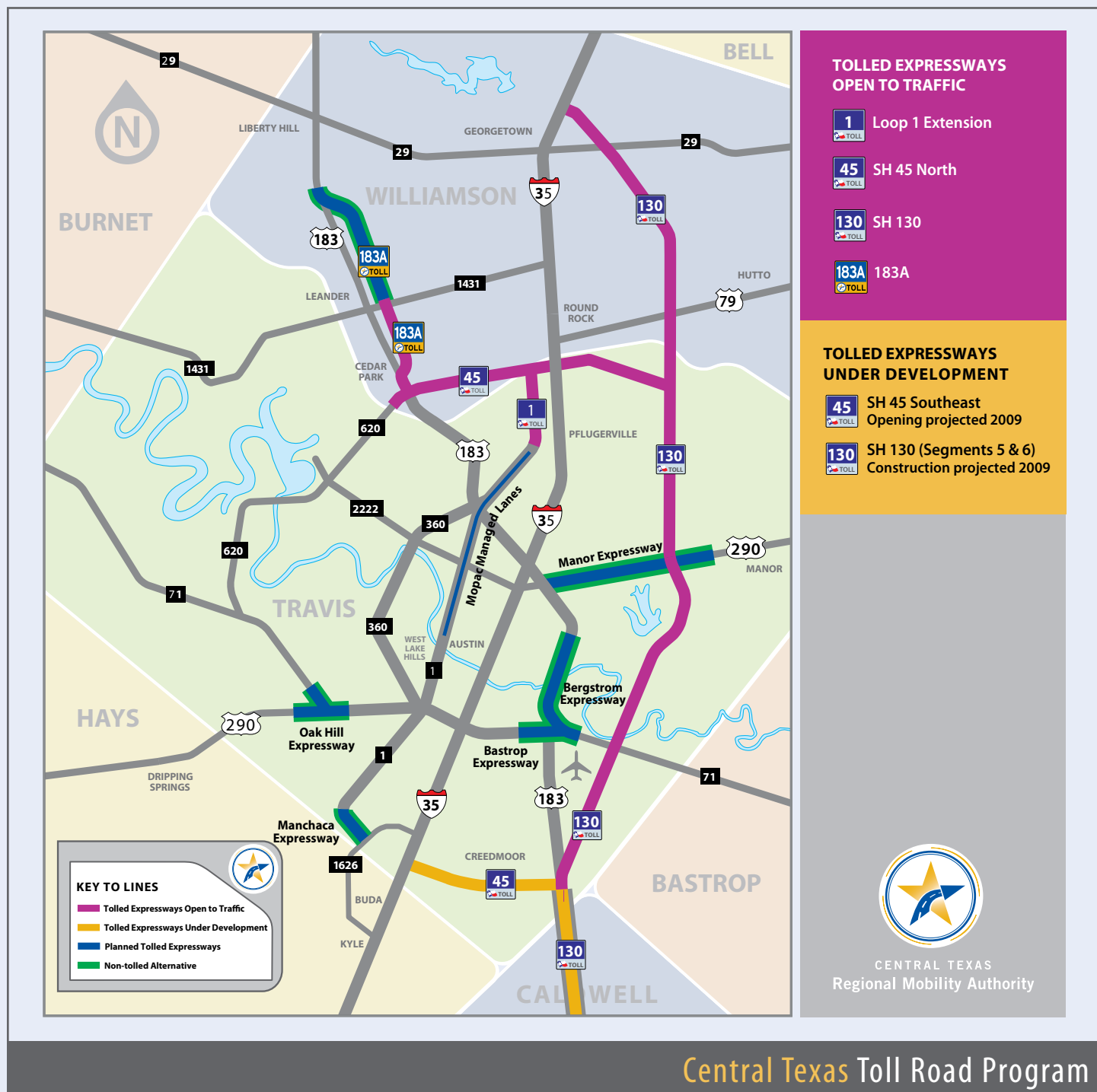
Due from other agencies is comprised of amounts due from other Texas tolling authorities related to toll tag transactions on the Authority's toll road. The Authority does not issue toll tags; however, the Authority has contracted with the Texas Department of Transportation (TxDOT) to handle customer service and operations related to the toll tag transactions. As of June 30, 2008 and 2007, the receivable from the TxDOT authority comprises approximately 92% of the total balance due from other agencies, \$638,852 and \$260,490, respectively. As of June 30, 2008 and 2007, the remaining balance is from toll tags owned by other Texas authorities, \$56,554 and \$23,309, respectively.

12. Contributions from Williamson County

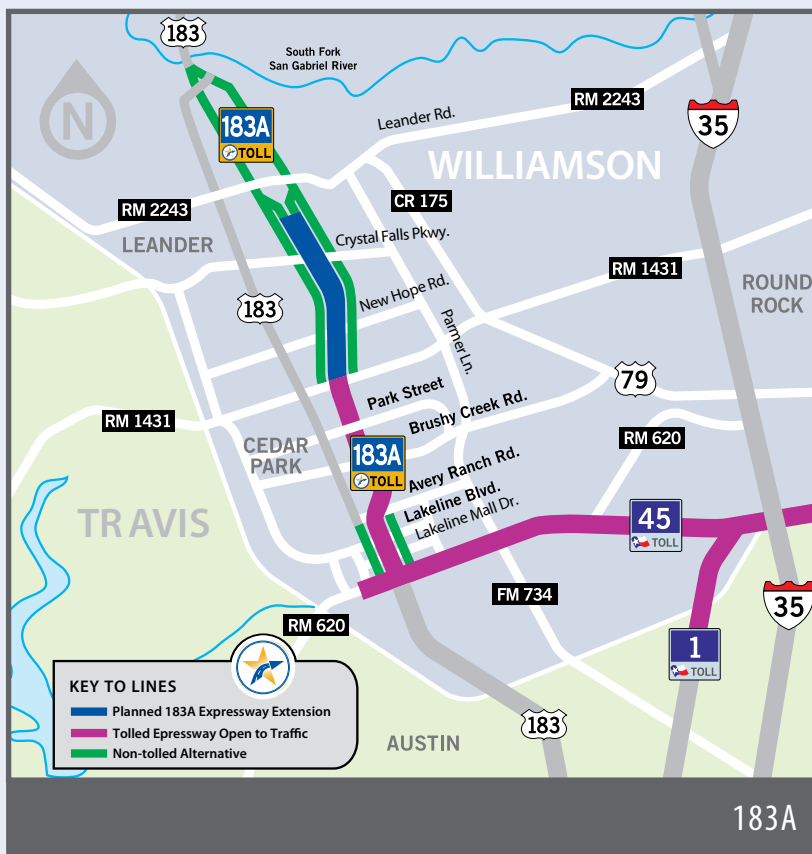
During 2005, Williamson County signed several agreements with the Authority to transfer right-of-way Property. During the year ended June 30, 2007, Williamson County contributed approximately \$18.4 million of property to the Authority. During the year ended June 30, 2008, the Authority returned 2.568 acres to Williamson County estimated at a value of approximately \$96,000.



In partnership with TxDOT, the Mobility Authority is helping to build a network of high speed expressways linking the key economic centers of Central Texas together. The regional toll road program includes four roads which are already open including SH 130, SH 45 north, Loop 1 and the Mobility Authority's 183A. In Fiscal year 2009, TxDOT is expected to open the SH 45 southeast project, and the SH 130 Concession Company is expected to begin construction on an extension of SH 130 south to I-10 in Seguin. Other projects on the horizon include a northern extension of 183A and the US 290 East Manor Expressway project, both expected to break ground in 2010. In, addition the Mobility Authority is working on the US 183 (Bergstrom Expressway), SH 71 (Bastrop Expressway), SH 45 Southwest (Manchaca Expressway), US 290 West/SH 71 West (Oak Hill Expressway) and is studying a managed lane project on Loop 1.



The Manor Expressway is a 6.2 mile toll road that will be constructed in an expanded median of US 290 between US 183 and Parmer Lane in northeast Austin. The Manor Expressway is projected to cost \$623 million and should be completed by 2013. The project will include non-tolled frontage roads.



The 183A northern extension extends 4.5 miles from RM 1431 to RM 2243 in the city of Leander. The project is projected to cost \$101 million and should be completed by 2011. The extension will be built in the median between the existing non-tolled frontage roads.





CENTRAL TEXAS
Regional Mobility Authority

301 Congress Avenue
Suite 650
Austin, TX 78701
T: 512.996.9778
F: 512.996.9784

mobilityauthority.com

Resolution Authorizing the Assignment of Inducement Resolution, Reservation of State Ceiling and Approval of Public Hearing
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Executive Session

Information

Agenda Item

Consideration and action with respect to a "Resolution Authorizing the Assignment of Inducement Resolution, Reservation of State Ceiling and Approval of Public Hearing".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Inducement Resolution](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 06/04/2009 11:28 AM
Final Approval Date: 06/04/2009

**RESOLUTION AUTHORIZING THE ASSIGNMENT OF INDUCEMENT
RESOLUTION, RESERVATION OF STATE CEILING AND
APPROVAL OF PUBLIC HEARING**

WHEREAS, the San Gabriel Industrial Development Corporation (the "Corporation") was created by a Resolution of the Commissioners Court of Williamson County, Texas (the "County") on February 4, 2009; and

WHEREAS, on November 18, 2008, prior to creation of the Corporation, the County adopted a RESOLUTION TAKING AFFIRMATIVE OFFICIAL ACTION REGARDING THE ISSUANCE OF BONDS FOR THE AIRBORN INC. PROJECT THROUGH A CONDUIT ISSUER CREATED BY THE COUNTY (the "Inducement Resolution") for AirBorn, Inc. (the "Company"); and

WHEREAS, at the request of the Company, the County has applied for and received from the Texas Bond Review Board an allocation of \$8,000,000 for the allocation in state private activity bond ceiling for the year 2009 pursuant to Texas Bond Review Board Docket No. 3763 (the "Reservation"); and

WHEREAS, the County and the Corporation have agreed that it is desirable that the Corporation be the issuer of any bonds described in the Inducement Resolution and for which the Reservation was received; and

WHEREAS, the Corporation, at its May 19, 2009 meeting, authorized publication of a notice of public hearing at 10:00 AM, Tuesday, June 9, 2009 for purposes of compliance with the Federal Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"); and

WHEREAS, the County approves the holding of such hearing by the Corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The Inducement Resolution and all rights and obligations of the County thereunder are authorized to be, and are hereby, assigned by the County to the Corporation as of the date of adoption of the Inducement Resolution.

Section 2. The Reservation and all rights and obligations of the County thereunder are authorized to be, and are hereby, assigned by the County to the Corporation.

Section 3. The holding of such TEFRA hearing by the Corporation relating to the Project and proposed bonds at 10:00 AM, Tuesday, June 9, 2009, is hereby approved.

Section 4. The County Judge and the County Clerk of the County are authorized to execute any and all documents necessary to effect the assignment of the Inducement Resolution, comply with TEFRA and carry out the intent and purposes of this Resolution, including the preambles hereto.

Public Hearing with respect to the financing for Airborn, Inc. and the issuance by the San Gabriel Industrial Development Corporation
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 a.m. Public Hearing with respect to the financing for AirBorn, Inc. and the issuance by the San Gabriel Industrial Development Corporation of its revenue bonds in an amount not to exceed \$8,000,000 to finance the acquisition and construction of up to a 110,000 square foot manufacturing facility, including the acquisition of land, for AirBorn, Inc. and to pay a portion of the costs of issuance of such revenue bonds.

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: Peggy Vasquez Started On: 06/04/2009 11:31 AM

Final Approval Date: 06/04/2009

June 2009 Monthly Construction Summary Report
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Krista Zaleski, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2009-06-CSR](#)

Form Routing/Status

Form Started By: Krista Zaleski Started On: 06/04/2009 10:56 AM
Final Approval Date: 06/04/2009



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

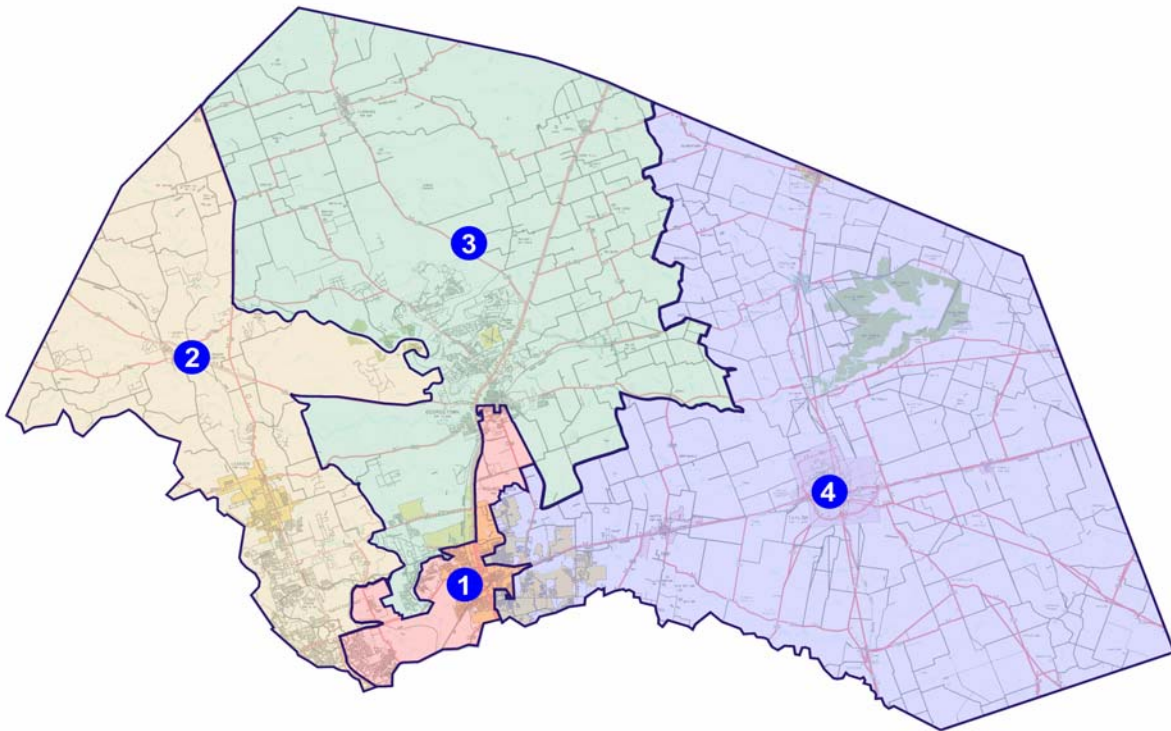
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

June 2009

WWW.ROADBOND.ORG

Volume VIII - Issue No. 6



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

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

Precinct 2

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

Precinct 3

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

Precinct 4

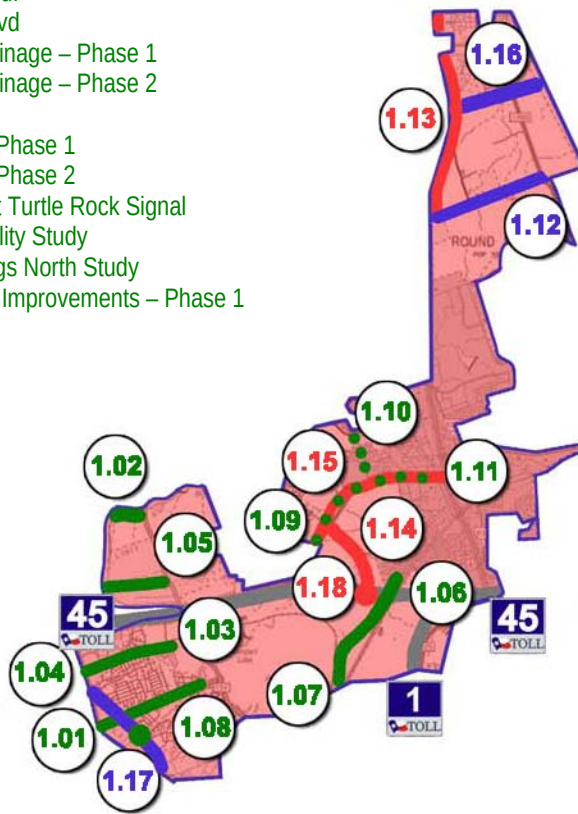
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A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

PRECINCT 1

COMMISSIONER BIRKMAN

Completed/Open to Traffic

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



Under Construction / Bidding

- 1.12 CR 111 (Westinghouse Rd)
- 1.16 Georgetown SE Inner Loop
- 1.17 Pond Springs Road

In Design

- 1.13 IH-35 Northbound Frontage Rd and Ramps
- 1.14 O'Connor Extension
- 1.15 RM 620 Ultimate Schematic and EA
- 1.18 O'Connor Overpass at SH 45

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

Original Contract Price = \$780,644.01

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/13/2008	3/4/2008	5/23/2008	6/2/2008	1/27/2009		120	48	168

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/2/2008	8/31/2008	91	\$456,146.87	\$456,146.87	\$24,007.73	\$24,007.73	61	54	\$0.00	\$0.00
2	9/1/2008	9/30/2008	30	\$186,617.62	\$642,764.49	\$9,281.98	\$33,289.71	85	72	\$0.00	\$0.00
3	10/1/2008	10/31/08	27	\$85,708.05	\$728,472.54	\$4,510.95	\$37,800.66	96	88	\$0.00	\$0.00

5/25/2009 Comments - Final project close-out and release of retainage is pending Contractor submission of final pay estimate, affidavit of all bills paid, final waivers of lien, maintenance bond, and record drawings.

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

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

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

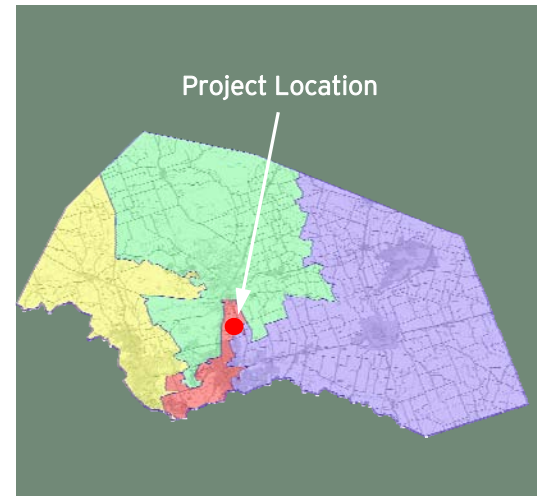
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/30/2008	-19,537.50	-7,668.30

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

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

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

Adjusted Price = \$782,239.11



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

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

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



MAY 2009 IN REVIEW

5/4/2009 - JC Evans is currently working on excavating to subgrade from Scenic Lake to roughly Sta 82+50 (middle detour). They are also placing embankment between Park Central and Rabbit Hill Road. Once the subgrade is built, the utility crew will install the last inlet boxes, lateral storm sewer system crossings, and fire hydrants in this area. JC Evans is also continuing work on rip rap placement and grading at the west end of the project. They completed the placement of the rip rap on the NW corner of the Park Central intersection.

5/11/2009 - JC Evans is continuing to work on subgrade from Scenic Lake to roughly Sta 82+50 (middle detour). They are scheduled to proof roll the subgrade between Park Central and Rabbit Hill Road on 05/08/09. They are currently processing the final lift of flex base on the rest of the proposed WBML from just east of Park Central to the middle detour.

5/25/2009 - JC Evans is continuing to process flex base from just west of Rabbit Hill to the middle detour. The Utility crew completed the installation of the last inlet boxes, lateral storm sewer system crossings, and all but one fire hydrant in this area on 5/20/09. JC Evans is scheduled to start curb placement this week.



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

Williamson County
Road Bond Program

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

Original Contract Price = \$5,864,053.94

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2	\$0.00	\$0.00
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6	\$0.00	\$0.00
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	11	\$0.00	\$0.00
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	15	\$0.00	\$0.00
5	10/1/2008	10/31/08	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	19	\$0.00	\$0.00
6	11/1/2008	11/30/08	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	23	\$0.00	\$0.00
7	12/1/2008	12/31/08	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	27	\$0.00	\$0.00
8	1/1/2009	1/31/2009	31	\$85,656.15	\$2,548,359.24	\$4,508.22	\$134,124.17	45	32	\$0.00	\$0.00
9	2/1/2009	2/28/2009	28	\$199,204.04	\$2,747,563.28	\$10,484.42	\$144,608.59	48	35	\$0.00	\$0.00
10	3/1/2009	3/31/2009	31	\$148,110.31	\$2,895,673.59	\$7,795.28	\$152,403.87	51	40	\$0.00	\$0.00
11	4/1/2009	4/30/2009	30	\$516,671.71	\$3,412,345.30	\$27,193.25	\$179,597.12	60	44	\$0.00	\$0.00

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	04/03/2009	-92,636.54	59,724.39

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3H: County Convenience. Cost savings opportunity discovered during construction. After additional testing on the existing subgrade, it was determined that the lime treatment original specified was not necessary. With the Engineer's and the County's concurrence, the Contractor opted to undercut the existing subgrade by 8 inches and placed flex base in lieu of the 8 inches of lime treated subgrade.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	05/08/2009	16,730.56	76,454.95

4B: Third Party Accommodation. Third party requested work: The Developer requested the installation of additional driveways and gates on the Madison Property. The Developer has submitted payment to Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	05/08/2009	2,400.00	78,854.95

2G: Differing Site Conditions. Unadjusted Utility. The Contractor relocated an existing Flush Valve Hydrant that was in conflict with the proposed rip rap slope on the NW corner of Park Central Drive.

Adjusted Price = \$5,942,908.89

S.E. Inner Loop @ FM 1460
Project No. 09WC708

Original Contract Price = \$889,492.48

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/25/2009	4/21/2009	5/22/2009	6/1/2009	11/10/2009		163	0	163

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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5/25/2009 Comments - The contracts have been executed by JO'B Site and the county. The pre-construction meeting was held on Friday, 5/22/09, and Notice to Proceed was issued that same day.

4/27/2009 Comments - The Commissioners Court approved the construction award on 4/21/09 to JO'B Site Construction in the amount of \$889,492.48. Notice of Award and Contract Documents were sent to J'OB site on 4/30/09; expect their return no later than 5/13/09.

Adjusted Price = \$889,492.48

Pond Springs Widening (McNeil Rd to US 183)
Project No. 09WC710

Original Contract Price = \$3,167,595.05

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
5/6/2009	5/12/2009	6/3/2009	6/12/2009	11/8/2009		150	0	150

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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5/25/2009 Comments - The pre-construction meeting is scheduled for 6/1/09, with anticipated Notice to Proceed on 6/3/09. Contracts have been executed by the Contractor and the County.

Adjusted Price = \$3,167,595.05

PRECINCT 2

COMMISSIONER LONG

Under Construction / Bidding

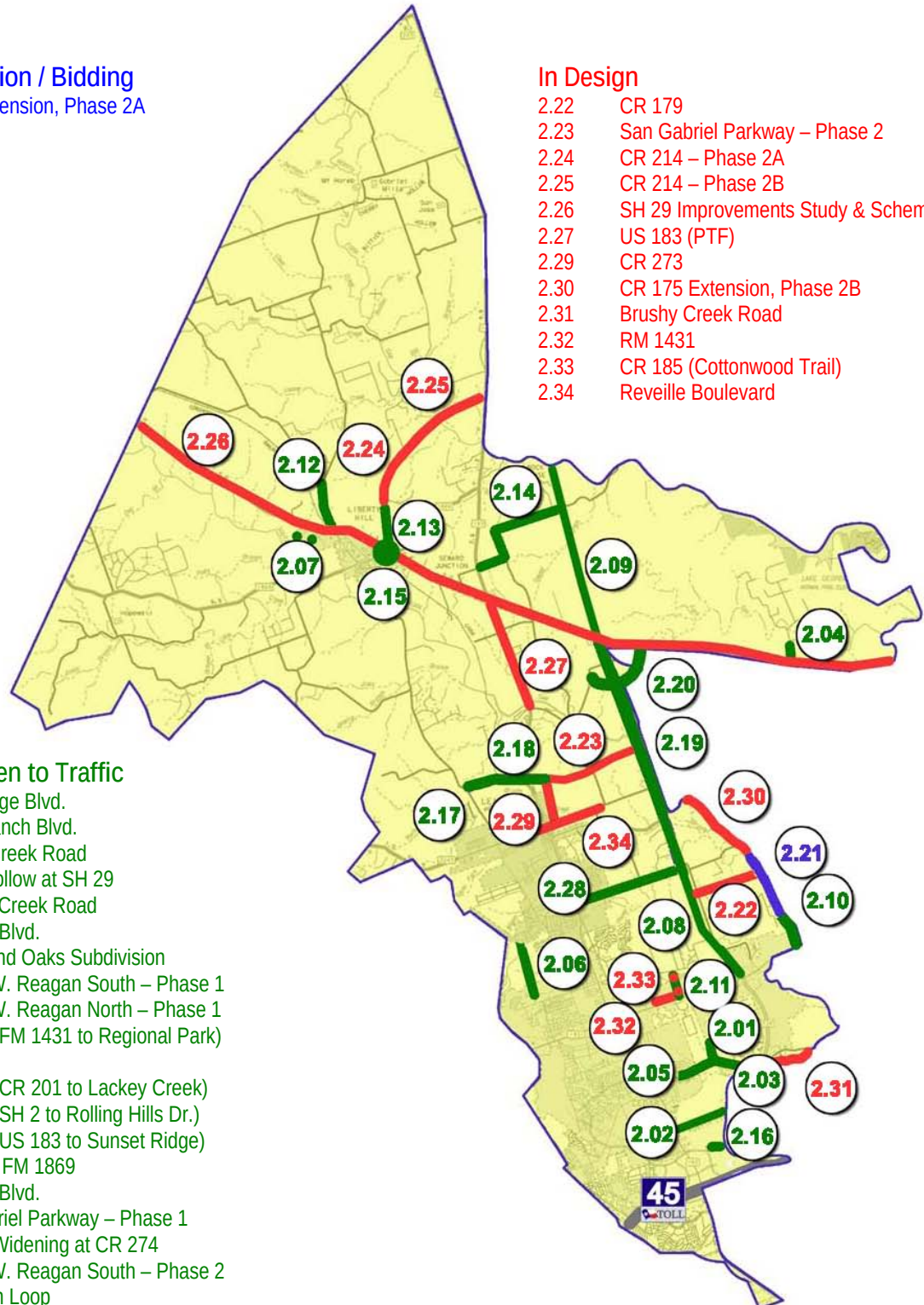
2.21 CR 175 Extension, Phase 2A

In Design

2.22 CR 179
 2.23 San Gabriel Parkway – Phase 2
 2.24 CR 214 – Phase 2A
 2.25 CR 214 – Phase 2B
 2.26 SH 29 Improvements Study & Schematic
 2.27 US 183 (PTF)
 2.29 CR 273
 2.30 CR 175 Extension, Phase 2B
 2.31 Brushy Creek Road
 2.32 RM 1431
 2.33 CR 185 (Cottonwood Trail)
 2.34 Reveille Boulevard

Completed/Open to Traffic

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



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

Original Contract Price = \$2,291,679.53

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

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

5/25/2009 Comments - Final acceptance is pending construction of the resolution of the Railroad Crossing issues. JC Evans' awaiting permission from CapMetro to begin work.

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

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

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

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

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

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

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

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

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

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

Adjusted Price = \$2,503,504.81

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

Original Contract Price = \$15,857,326.54

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	11/1/2005	11/30/05	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0	\$0.00	\$0.00
2	12/1/2005	12/31/05	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0	\$0.00	\$0.00
3	1/1/2006	1/31/2006	9	\$750,735.00	\$929,356.20	\$83,415.00	\$103,261.80	7	1	\$0.00	\$0.00
4	2/1/2006	2/28/2006	28	\$444,184.20	\$1,373,540.40	\$49,353.80	\$152,615.60	11	5	\$0.00	\$0.00
5	3/1/2006	3/31/2006	31	\$291,523.10	\$1,665,063.50	\$32,391.46	\$185,007.06	13	9	\$0.00	\$0.00
6	4/1/2006	4/30/2006	30	\$399,662.07	\$2,064,725.57	\$44,406.89	\$229,413.95	17	13	\$0.00	\$0.00
7	5/1/2006	5/31/2006	31	\$655,292.34	\$2,720,017.91	\$72,810.26	\$302,224.21	22	17	\$0.00	\$0.00
8	6/1/2006	6/30/2006	30	\$455,018.26	\$3,175,036.17	\$50,557.59	\$352,781.80	25	21	\$0.00	\$0.00
9	7/1/2006	7/31/2006	31	\$40,437.00	\$3,215,473.17	\$4,493.00	\$357,274.80	26	25	\$0.00	\$0.00
10	8/1/2006	8/31/2006	31	\$285,902.35	\$3,501,375.52	\$31,766.92	\$389,041.72	27	29	\$0.00	\$0.00
11	9/1/2006	9/30/2006	30	\$528,814.84	\$4,030,190.36	\$58,757.21	\$447,798.93	32	33	\$0.00	\$0.00
12	10/1/2006	10/31/06	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38	\$0.00	\$0.00
13	11/1/2006	11/30/06	30	\$478,315.80	\$4,820,147.93	\$53,146.20	\$535,571.99	38	41	\$0.00	\$0.00
14	12/1/2006	3/31/2007	121	\$1,317,936.47	\$6,138,084.40	\$146,437.39	\$682,009.38	48	58	\$0.00	\$0.00
15	4/1/2007	4/30/2007	30	\$447,058.65	\$6,585,143.05	\$49,673.18	\$731,682.56	51	62	\$0.00	\$0.00
16	5/1/2007	5/31/2007	31	\$250,755.70	\$6,835,898.75	\$27,861.77	\$759,544.33	53	66	\$0.00	\$0.00
17	6/1/2007	7/31/2007	61	\$892,102.41	\$7,728,001.16	\$99,122.49	\$858,666.82	60	74	\$0.00	\$0.00
18	8/1/2007	8/31/2007	31	\$625,810.47	\$8,353,811.63	\$69,534.49	\$928,201.31	65	78	\$0.00	\$0.00
19	9/1/2007	9/30/2007	30	\$804,499.07	\$9,158,310.70	\$89,388.79	\$1,017,590.10	71	82	\$0.00	\$0.00
20	10/1/2007	10/31/07	31	\$1,258,832.28	\$10,417,142.98	\$-469,076.61	\$548,513.49	77	86	\$0.00	\$0.00
21	11/1/2007	11/30/07	30	\$785,594.47	\$11,202,737.45	\$41,347.08	\$589,860.57	83	90	\$0.00	\$0.00
22	12/1/2007	12/31/07	31	\$453,813.77	\$11,656,551.22	\$23,884.94	\$613,745.51	86	94	\$0.00	\$0.00
23	1/1/2008	1/31/2008	31	\$701,577.47	\$12,358,128.69	\$36,925.13	\$650,670.64	91	98	\$0.00	\$0.00
24	2/1/2008	2/29/2008	13	\$789,217.12	\$13,147,345.81	\$-381,980.87	\$268,689.77	94	100	\$0.00	\$0.00
25	3/1/2008	3/31/2008	N/A	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	-	\$0.00	\$0.00
26	4/1/2008	5/31/2008	N/A	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-	\$0.00	\$0.00
27	6/1/2008	7/30/2008	N/A	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-	\$0.00	\$0.00

5/25/2009 Comments - Awaiting Contractor submission of final pay estimate, affidavit of all bills paid, final waivers of lien, and maintenance bond. As-Builts have been received and are under review.

4/27/2009 Comments - Ranger reached an agreement to address the outstanding property owner complaint and has removed the low water crossing & cleaned out the silt in the river. Final Completion (dated 9/17/08) was issued on 4/8/09. Project balancing Change Order will be prepared after final draw request is received from Ranger.

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

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

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	08/29/2006	59,041.60	-1,986,586.16
4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. 15 days were added to the contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	09/05/2006	218,894.00	-1,767,692.16
6D: Untimely ROW/Utilities. 6D-Other. Chisholm Trail waterline relocations were not incorporated into the plans prior to contract award. 30 days were added to the contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
09	02/07/2007	8,360.00	-1,759,332.16
4B: Third Party Accommodation - Third party requested work. The County and the property owner agreed to temporary fencing at the driveways and culvert locations to facilitate the construction of the roadway. This change order provides compensation to the property owner for installation of temporary special fencing around the easements, and its removal once the driveway and culvert construction is complete, allowing the permanent fencing to be installed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
10	03/27/2007	205,000.00	-1,554,332.16
3M: County Convenience. Other. The one-course surface treatment will be added due to the deletion of the 4.5" of Type B asphalt requested by Williamson County as part of the pavement design section revision.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
11	03/21/2007	10,577.00	-1,543,755.16
6C: Untimely ROW/Utilities. Utilities not Clear. The location of water lines on the plans did not match actual field conditions. Additional effort was required to perform exploratory work and additional water line relocations.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
12	04/20/2007	2,530.00	-1,541,225.16
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). New fencing was added for the drainage easement on the north and south sides of Hwy 29 for the stock pass extension.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
13	07/05/2007	-12,050.34	-1,553,275.50
4B: Third Party Accommodation. Third Party requested work. Realigned driveway to avoid taking out unnecessary trees on the Lamb property. 6D: Untimely ROW/Utilities. Other. Move Densford's driveway back to CL Sta. of 279+00 to avoid power pole in the proposed driveway location of Sta. 280+00.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
14	07/12/2007	81,502.00	-1,471,773.50
4B: Third Party Accommodation. Third Party requested work. Installation of steel sleeves for future utilities at property owner's request, per terms of the real estate contract agreement. Twenty-five (25) days were added to the project schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
15	09/17/2007	4,010.38	-1,467,763.12
4B: Third Party Accommodation. Third party requested work. Driveways relocated and a drainage pipe added to one location. Twenty (20) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
16	08/15/2007	29,117.00	-1,438,646.12
2J: Differing Site Conditions. Other. Existing groundwater within the strata below the proposed roadway is resulting in soft subgrade conditions. A geotechnical investigation was completed to assess the problem and a rock filter system was developed to mitigate the groundwater problem. This change order provides compensation for the extra time and work associated with the revision. Ninety-three (93) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
17	10/31/2007	7,424.20	-1,431,221.92
1B: Design Error or Emission. Other. Metal Beam Guard Fence transitions were not included as a bid item even though they show to be installed on plans. This change order provides payment for the transitions. 2E: Differing Site Conditions. Miscellaneous Difference in Site Conditions. In order to construct certain driveways, a small amount of fencing was removed while various amounts of temporary and permanent fencing will need to be installed. Five (5) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
18	11/19/2007	0.00	-1,431,221.92
5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
19	01/08/2008	15,628.50	-1,415,593.42
1B: Design Error or Emission. Other. Signal layout information for FM 2243 intersection was excluded from plans. Contractor had to remove and replace existing traffic detectors and pull boxes in order to construct a portion of roadway. Two (2) days were added to the Contract schedule.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
20	01/30/2008	24,887.96	-1,390,705.46

2J: Differing Site Conditions. Other. This change order provides compensation for the extra time and work associated with revisions to mitigate the groundwater problem in the northbound lanes of Reagan Blvd, following the same strategy developed for the southbound lanes of Reagan Blvd under Change Order No. 16. 4B: Third Party Accommodation. Third Party Requested Work. Provides compensation for the removal of entrance walls and capping gate columns on the Fisher property. 3F: County Convenience. Additional work required by the County. Provides compensation for removal of Parmer Ln sign at the intersection of Reagan Blvd and RM 2243. Seven (7) days were added to the Contract schedule.

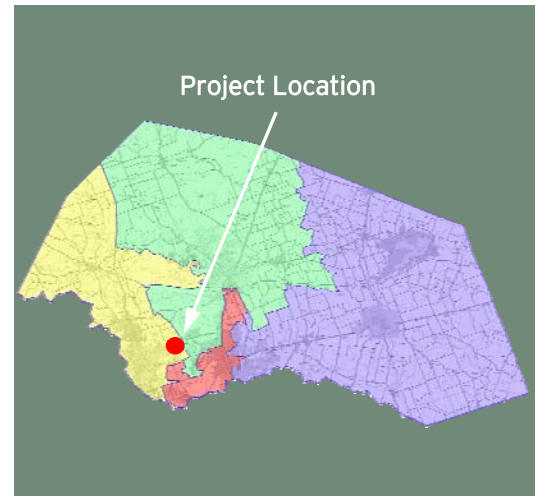
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
21	01/29/2008	106,465.66	-1,284,239.80

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

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

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

Adjusted Price = \$14,582,016.74



CR 175, PHASE 2A EXTENSION (Regional Park to Creekside Meadows)

Project Length: 1.01 Miles
Roadway Classification: Urban Collector
Roadway Section: Four-lane divided

Project Schedule: April 2009 - November 2009
Estimated Construction Cost: \$1.9 Million



MAY 2009 IN REVIEW

5/4/2009 - RGM is continuing to clear/mulch the brush from the ROW on the western half of the project. They have also started to strip topsoil from just north of CR 179 to the north end of the project. They are scheduled to start excavating for the box culverts this week and possibly start roadway excavation. HNTB has sent a letter to the USPS requesting to relocate several proposed mailboxes to the same side of the roadway as the driveways to keep residents from having to cross four lanes of roadway to get their mail.

5/18/2009 - RGM is continuing to clear/mulch the brush from the ROW on the western half of the project up to CR 179. They are currently working on excavation and embankment from just south of CR 179 to the north end of the project. They are scheduled to start the excavation and forming for the culvert footings early next week.

5/25/2009 - RGM is continuing to work on excavation and embankment from just south of CR 179 to the south end of the project. They placed the 1st course of flex base from Parkside Parkway to roughly 500 ft north on the proposed SBML. They placed Class C concrete for culvert #1 footings southbound on 5/21/09. HNTB has received a signed letter from USPS approving the relocation of two resident's mailboxes.



Design Engineer: Haynie Consulting
Contractor: RGM Constructors
Construction Observation:
Jerry Jansen, Williamson County

Williamson County
Road Bond Program



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

Original Contract Price = \$1,854,291.16

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/21/2009	2/3/2009	4/20/2009	4/20/2009	December 2009		180	0	180

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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Adjusted Price = \$1,854,291.16

PRECINCT 3

COMMISSIONER COVEY

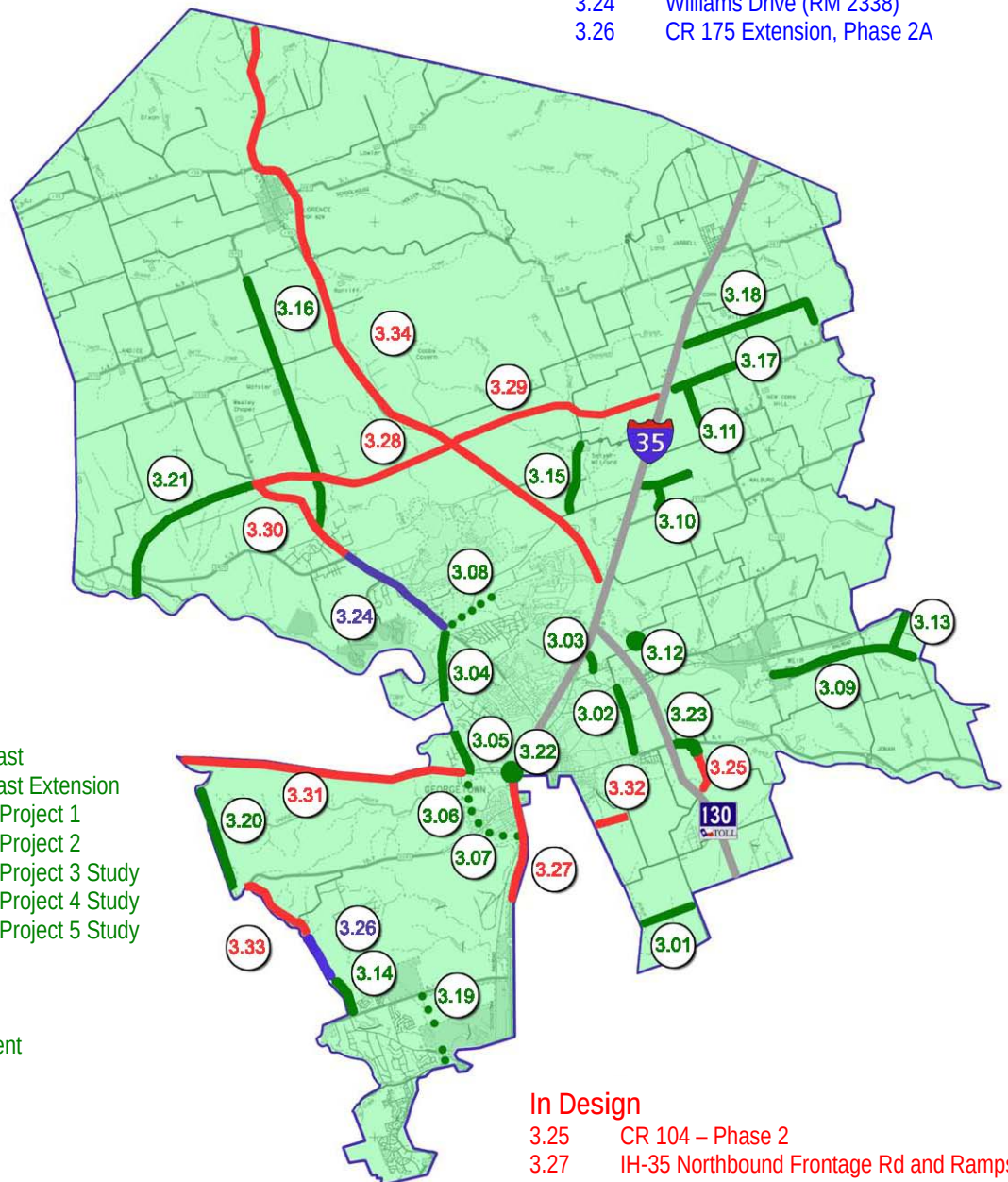
Under Construction / Bidding

3.24 Williams Drive (RM 2338)

3.26 CR 175 Extension, Phase 2A

Completed/Open to Traffic

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



In Design

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

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

Original Contract Price = \$9,757,296.99

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/1/2006	11/28/2006	3/7/2007	3/12/2007	5/4/2009		450	0	450

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

5/25/2009 Comments - Adequate vegetation has been established. The Certification of Completion (dated 5/4/09) was issued on 5/13/09. Final project close-out and release of retainage is pending Contractor submission of final pay estimate, affidavit of all bills paid, final waivers of lien, maintenance bond, and record drawings.

4/28/2009 Comments - Final project acceptance is on hold pending the establishment of vegetation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	10/30/2008	22,536.50	-339,146.78
5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). The County agreed to Contractor's request to modify the construction strategy at the FM 3405 (via CO #4) and CR 289 intersections (via RFI #15). This change order accounts for the extra work associated with the revised construction strategy at CR 289, as well as extra quantities associated with unexpected field conditions at FM 3405 to create a smooth tie-in.			
			Adjusted Price = \$9,418,150.21

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

Original Contract Price = \$3,673,982.79

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	10/29/200	10/31/07	3	\$296,803.30	\$296,803.30	\$0.00	\$0.00	8	1	\$0.00	\$0.00
2	11/1/2007	11/30/07	19	\$430,321.76	\$727,125.06	\$0.00	\$0.00	20	10	\$0.00	\$0.00
3	12/1/2007	12/31/07	18	\$238,722.18	\$965,847.24	\$0.00	\$0.00	26	19	\$0.00	\$0.00
4	1/1/2008	1/31/2008	22	\$655,758.48	\$1,621,605.72	\$0.00	\$0.00	44	29	\$0.00	\$0.00
5	2/1/2008	2/29/2008	21	\$419,178.90	\$2,040,784.62	\$0.00	\$0.00	56	39	\$0.00	\$0.00
6	3/1/2008	3/31/2008	21	\$221,080.63	\$2,261,865.25	\$0.00	\$0.00	62	49	\$0.00	\$0.00
7	4/1/2008	4/30/2008	22	\$292,046.55	\$2,553,911.80	\$0.00	\$0.00	70	59	\$0.00	\$0.00
8	5/1/2008	5/31/2008	21	\$112,337.87	\$2,666,249.67	\$0.00	\$0.00	73	69	\$0.00	\$0.00
9	6/1/2008	6/30/2008	21	\$129,096.35	\$2,795,346.02	\$0.00	\$0.00	76	79	\$0.00	\$0.00
10	7/1/2008	7/31/2008	22	\$259,428.07	\$3,054,774.09	\$0.00	\$0.00	83	90	\$0.00	\$0.00
11	8/1/2008	8/31/2008	18	\$479,658.20	\$3,534,432.29	\$0.00	\$0.00	96	98	\$0.00	\$0.00
12	9/1/2008	9/30/2008	N/A	\$37,186.78	\$3,571,619.07	\$0.00	\$0.00	97	-	\$0.00	\$0.00
13	10/1/2008	10/31/08	N/A	\$7,302.45	\$3,578,921.52	\$0.00	\$0.00	97	-	\$0.00	\$0.00
14	11/1/2008	11/30/08	N/A	\$3,562.34	\$3,582,483.86	\$0.00	\$0.00	98	-	\$0.00	\$0.00

5/25/2009 Comments - An acceptable level of vegetation has been established. HNTB is coordinating with TxDOT for final acceptance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adjusted Price = \$3,635,214.34

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

Original Contract Price = \$1,977,963.60

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/1/2008	3/31/2008	31	\$430,637.70	\$430,637.70	\$0.00	\$0.00	22	21	\$0.00	\$0.00
2	4/1/2008	4/30/2008	30	\$295,203.00	\$725,840.70	\$0.00	\$0.00	37	41	\$0.00	\$0.00
3	5/1/2008	5/31/2008	31	\$306,661.50	\$1,032,502.20	\$0.00	\$0.00	52	61	\$0.00	\$0.00
4	6/1/2008	6/30/2008	30	\$803,127.78	\$1,835,629.98	\$0.00	\$0.00	92	81	\$0.00	\$0.00
5	7/1/2008	8/31/2008	28	\$45,171.89	\$1,880,801.87	\$0.00	\$0.00	95	100	\$0.00	\$0.00
6	9/1/2008	10/31/08	N/A	\$12,696.30	\$1,893,498.17	\$0.00	\$0.00	95	-	\$0.00	\$0.00

5/25/2009 Comments - Adequate vegetation has been established. HNTB is coordinating with TxDOT for acceptance of the SH 29 portion of the project.

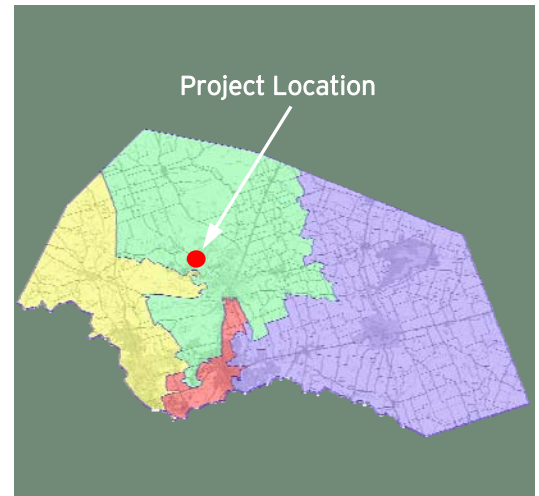
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	07/08/2008	10,000.00	10,000.00

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

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

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

Adjusted Price = \$1,992,513.60



WILLIAMS DRIVE

(DB Wood Road to FM 3405)

Project Length: 3.4 Miles

Roadway Classification: Major Arterial

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

Structures: None

Project Schedule: March 2009 - October 2010

Estimated Construction Cost: \$11.5 Million



MAY 2009 IN REVIEW

5/4/2009 - JC Evans is scheduled to have a second crew onsite this week to start working on the installation of the 24-in waterline from 4T Ranch Rd to the first bore just east of 3405. JC Evans' sub is currently halfway across Williams Dr with the bore that is just east of 3405. ATS has added time to the lights at Wildewood and Woodlake to improve traffic flow.

5/18/2009 - JC Evans is continuing to install the 12-in waterline, they are currently just east of Jim Hogg. JC Evans' sub completed the bore across Williams Dr just east of FM 3405 on 05/08/09. JC Evans has set the low profile barriers at Del Webb and is excavating for the bore pit - boring is scheduled to start this week.

5/25/2009 - JC Evans is working on installing 8-in waterline in various locations. JC Evans' sub began the bore under Del Webb Blvd on last week and they are scheduled to complete it this week. JC Evans is currently working on subgrade in various locations and they are scheduled to start placing flex base this week. They have also set PCTB for the excavation of the bore pit across from Casa Loma East and began the bore for the waterline crossing. They have also installed driveway culverts in various locations.



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

Williamson County
Road Bond Program

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

Original Contract Price = \$11,464,068.41

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/16/2009	3/31/2009	16	\$409,766.45	\$409,766.45	\$0.00	\$0.00	4	3	\$0.00	\$0.00
2	4/1/2009	4/30/2009	30	\$275,352.93	\$685,119.38	\$0.00	\$0.00	6	8	\$0.00	\$0.00

Adjusted Price = \$11,464,068.41

PRECINCT 4

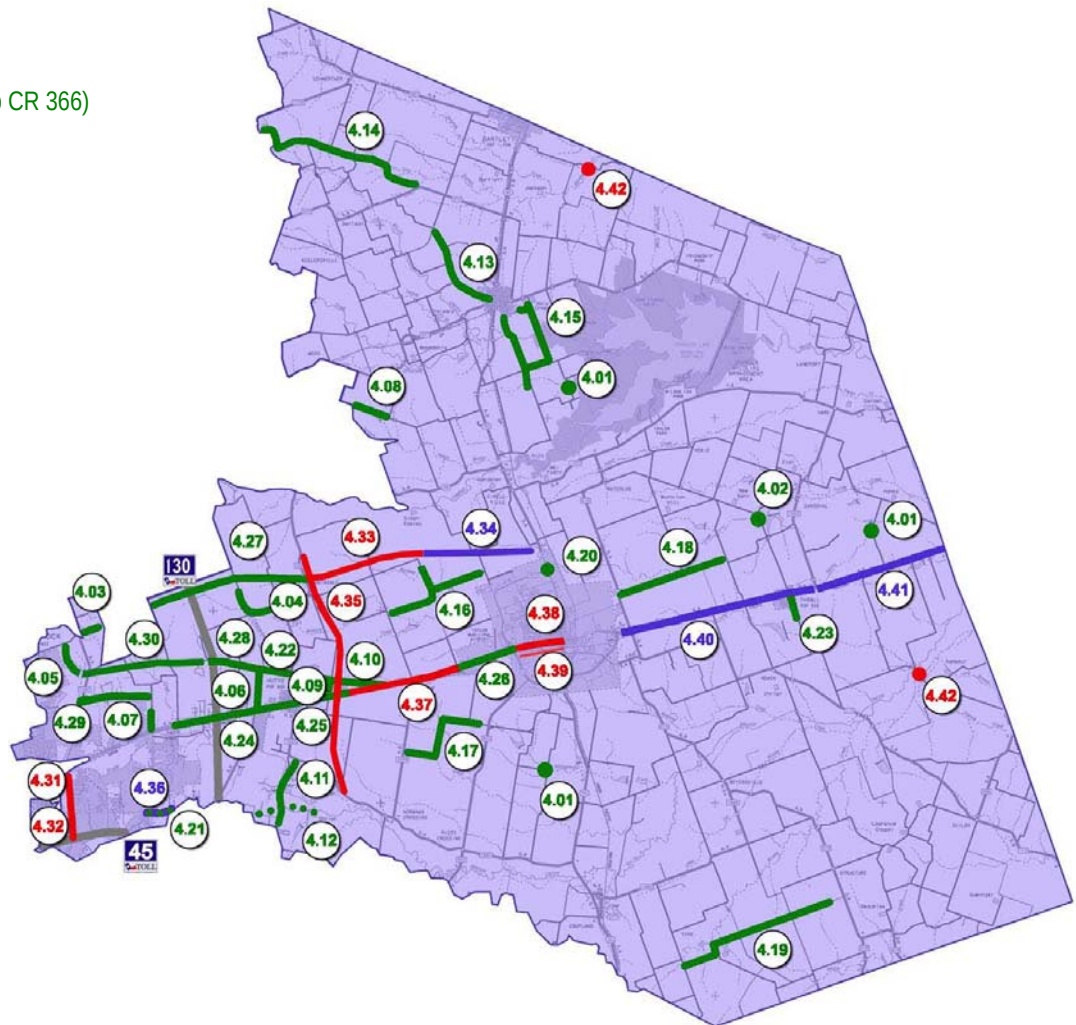
COMMISSIONER MORRISON

Completed/Open to Traffic

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

In Design

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



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

Original Contract Price = \$1,504,753.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/6/2008	2/19/2008	4/21/2008	4/30/2008	5/11/2009		210	0	210

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	4/30/2008	4/30/2008	1	\$120,168.90	\$120,168.90	\$13,352.10	\$13,352.10	9	0	\$0.00	\$0.00
2	5/1/2008	5/31/2008	31	\$201,787.20	\$321,956.10	\$22,420.80	\$35,772.90	24	15	\$0.00	\$0.00
3	6/1/2008	6/30/2008	30	\$211,777.20	\$533,733.30	\$23,530.80	\$59,303.70	39	30	\$0.00	\$0.00
4	7/1/2008	7/31/2008	31	\$265,662.00	\$799,395.30	\$29,518.00	\$88,821.70	59	44	\$0.00	\$0.00
5	8/1/2008	9/30/2008	61	\$585,041.28	\$1,384,436.58	\$65,004.59	\$153,826.29	94	73	\$0.00	\$0.00
6	10/1/2008	10/31/08	2	\$123,061.03	\$1,507,497.61	\$-123,061.03	\$30,765.26	98	74	\$0.00	\$0.00

5/25/2009 Comments - Adequate vegetation has been established. The Certification of Completion (dated 5/11/09) was issued on 5/19/09. Final project close-out and release of retainage is pending Contractor submission of final pay estimate, affidavit of all bills paid, final waivers of lien, maintenance bond, and record drawings.

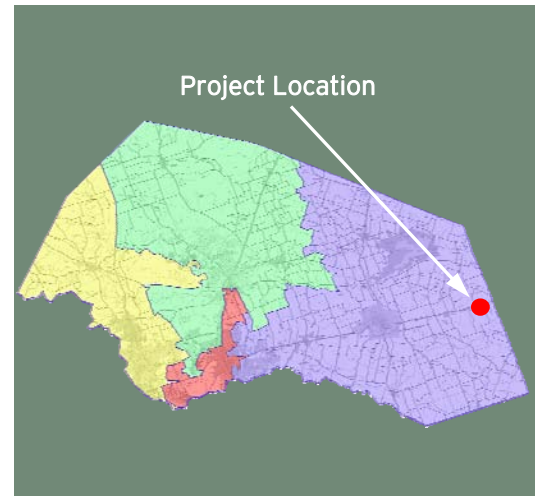
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/17/2008	17,888.18	17,888.18

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

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

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

Adjusted Price = \$1,603,140.70



PASS THROUGH FINANCING PROJECT US 79, SECTION 5B

(East of FM 1063 to Milam County Line)

Project Length: 4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culvert

Project Schedule: July 2008 - June 2010

Estimated Construction Cost: \$17 Million



MAY 2009 IN REVIEW

5/4/2009 - JC Evans began placement of Type B HMAC on approximately 12,000 LF (over 2 miles) on 4/30/09. The contractor continues to process flex base and finish the third lift of flex base for the proposed westbound lanes. JC Evans began formwork on the north headwall for culvert #6 and is constructing concrete aprons around various drop inlets.

5/18/2009 - JC Evans continues with placement of Type B and began placement of Type C HMAC on the westbound lanes located east of RM 1063. They began final grading of the north ditch along the westbound lanes. Processing of flex base continues on the proposed westbound lanes and on the east end of roadway.

5/25/2009 - JC Evans continues with placement of Type B and Type C HMAC on the westbound lanes located east of RM 1063. Final grading of the north ditch continues along the westbound lanes. JC Evans began seeding of ditch slopes and installation of metal beam guard fence on the proposed westbound lanes.



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

Williamson County
Pass Through Financing Program

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

Original Contract Price = \$16,986,053.49

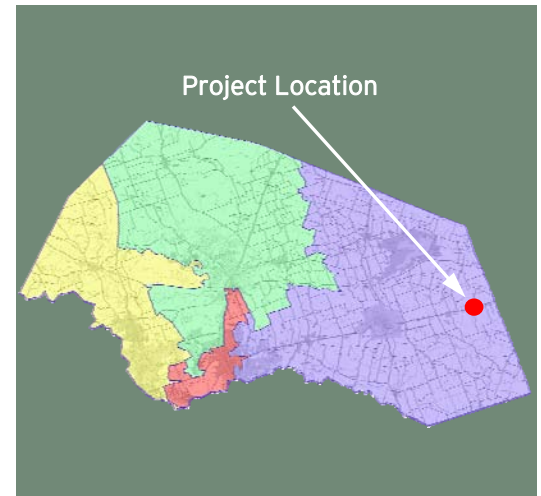
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/2008	4/29/2008	7/11/2008	7/23/2008	6/10/2010		499	0	499

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	7/23/2008	7/30/2008	8	\$57,547.25	\$57,547.25	\$0.00	\$0.00	0	2	\$0.00	\$0.00
2	8/1/2008	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	\$0.00	\$0.00	9	6	\$0.00	\$0.00
3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	\$0.00	\$0.00	11	11	\$0.00	\$0.00
4	10/1/2008	10/31/08	23	\$308,687.50	\$2,174,727.87	\$0.00	\$0.00	13	16	\$0.00	\$0.00
5	11/1/2008	11/30/08	20	\$473,119.00	\$2,647,846.87	\$0.00	\$0.00	16	20	\$0.00	\$0.00
6	12/1/2008	12/31/08	24	\$147,566.05	\$2,795,412.92	\$0.00	\$0.00	16	24	\$0.00	\$0.00
7	1/1/2009	1/31/2009	26	\$502,757.37	\$3,298,170.29	\$0.00	\$0.00	19	30	\$0.00	\$0.00
8	2/1/2009	2/28/2009	24	\$1,005,695.63	\$4,303,865.92	\$0.00	\$0.00	25	34	\$0.00	\$0.00
9	3/1/2009	3/31/2009	25	\$227,189.19	\$4,531,055.11	\$0.00	\$0.00	27	39	\$0.00	\$0.00
10	4/1/2009	4/30/2009	24	\$349,811.28	\$4,880,866.39	\$0.00	\$0.00	29	44	\$0.00	\$0.00

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

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

Adjusted Price = \$17,011,053.49



PASS THROUGH FINANCING PROJECT US 79, SECTION 5A

(East of Taylor to FM 1063)

Project Length: 6.1 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culverts

Project Schedule: January 2009 - May 2011

Estimated Construction Cost: \$20 Million



MAY 2009 IN REVIEW

5/4/2009 - Hunter continues with building subgrade and excavation of ditches from FM 619 to CR 421. Flex base is being processed for the proposed westbound lanes from FM 619 to CR 421.

5/11/2009 - Relocation of the 8" water line is ongoing west of CR 421. Processing flex base on the proposed westbound lanes from FM 619 to CR 421 continues. Placement of precast concrete box culverts and formwork and pouring concrete continues for the tie-ins between the existing concrete culverts and the newly installed precast concrete culvert extensions at various locations.

5/25/2009 - Hunter continues building and lime processing subgrade from FM 619 to CR 421. Installation of the 8" water line continues west of CR 421. Processing flex base on the proposed westbound lanes continues from FM 619 to CR 421 and installation of storm sewer pipe continues in Thrall. Formwork and pouring concrete for the tie-ins between the existing concrete culverts and the newly installed precast concrete culvert extensions continues at various locations.



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

Williamson County
Pass Through Financing Program

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

Original Contract Price = \$20,021,693.92

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	1/27/2009	1/31/2009	4	\$1,072,701.94	\$1,072,701.94	\$0.00	\$0.00	5	1	\$0.00	\$0.00
2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	\$0.00	\$0.00	13	4	\$0.00	\$0.00
3	3/1/2009	3/31/2009	22	\$788,518.66	\$3,384,165.28	\$0.00	\$0.00	17	8	\$0.00	\$0.00
4	4/1/2009	4/30/2009	21	\$502,872.77	\$3,887,038.05	\$0.00	\$0.00	19	11	\$0.00	\$0.00

Adjusted Price = \$20,021,693.92

Klotz Supp.#3 to US 79, sect.3 PSA [0204-02-027]

Commissioners Court - Regular Session

Date: 06/09/2009

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Klotz Associates, Inc. Supplemental #3 to their US 79, sect. 3 [0204-02-027] Professional Service Agreement (PSA) to allow for the execution of Supplemental #7 to Work Authorization #1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

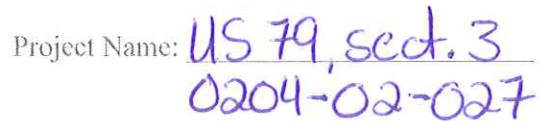
Link: [Klotz Supp.3 to US79, sect.3 PSA](#)

Link: [Klotz Supp.7 to WA1 for US79, sect.3](#)

Form Routing/Status

Form Started By: Marie Walters Started On: 06/03/2009 05:31 PM

Final Approval Date: 06/04/2009



Project Name: _____

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

ENGINEER:
By: 
Signature

MICHAEL A. OGDEN, P.E.
Printed Name

SENIOR VICE PRESIDENT
Title

05/28/09
Date

COUNTY:
By: _____
Signature

Dan Gattis
Printed Name

County Engineer
Title

Date

OK
my



ATTACHMENT A

SUPPLEMENTAL WORK AUTHORIZATION NO. 7 TO
WORK AUTHORIZATION NO. 1

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 Klotz Associates, Inc. (*the "Engineer"*).

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

0204-02-027

Prepare Plans, Specifications and Estimate (PS&E) for US 79 from East City limit of Hutto to CR 402 to include (1) redesign of the project between Station 538+00 (near East limit of Hutto) to 620+00 (East of the Covert property) using a new typical section consisting of four 12-foot lanes and a 14-foot center turn lane. (Refer to attached Exhibit B).

Part 2. The maximum amount payable for services under this Work Authorization shall be increased from \$1,686,790.00 to \$1,872,060.00 (Refer to attached Exhibit D).

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2009, as extended by this Supplemental Work Authorization No. 7 to Work Authorization No. 1.

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

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

ENGINEER:

Klotz Associates, Inc.

By:


Signature

Michael A. Ogden, PE
Printed Name

Senior Vice President
Title

05/28/09
Date

COUNTY:

Williamson County, Texas

By:

Signature

Dan A. Gattis
Printed Name

County Judge
Title

Date

LIST OF EXHIBITS

Exhibit B – Services to be provided by Engineer

Exhibit C - Work Schedule

Exhibit D – Fee Schedule

OK


EXHIBIT B

SERVICES TO BE PROVIDED BY ENGINEER KLOTZ ASSOCIATES, INC.

US 79 WILLIAMSON COUNTY, TEXAS

From: East City Limit of Hutto

To: CR 402

Length: 4.54 miles

County: Williamson

The work to be performed by the Engineer under this Supplemental Work Authorization #7 to Work Authorization # 1 consists of providing redesign of the project between Station 538+00 and Station 620+00 including any necessary drawings revisions, cost estimates, schedules, specifications, and project manual.

ADDITIONAL SERVICES

I. ROUTE AND DESIGN STUDIES (Function Code 110)

Revise the schematic design documents for the new roadway typical section. This work will include:

1. Revise Schematic Layout
2. Prepare revised roll plot layouts for review and approval
3. Provide additional coordination with Williamson County and TxDOT on schematic layout.

II. SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Function Code 120)

Provide additional effort and documentation to complete the public involvement of the project. This work will include:

1. Provide additional coordination with Williamson County's environmental, public involvement and other consultants
2. Prepare additional exhibits and maps for one additional public presentation
3. Attend and make presentations at one public meeting.

III. RIGHT-OFWAY DATA (Function Code 130)

Complete utility coordination for the remainder of the project including revisions related to the re-design of the roadway. This work will include:

1. Revise utility drawings (5 sheets)
2. Maintain revised utility conflict list
3. Provide additional coordination with utility companies
4. Prepare additional exhibits for utility agreements
5. Complete additional coordination with bond program utility coordinator
6. Provide additional coordination with TxDOT and Williamson County.

IV. ROADWAY DESIGN CONTROLS (Function Code 160)

Revise the roadway details to reflect the change in the typical section Station 538+00 to Station 620+00. This work will include:

1. Revise Title Sheet (1 sheet)
2. Revise Index of Sheets (1 sheet)
3. Revise Project Layout (1 sheet)
4. Revise Typical Sections (5 sheets)
5. Revise Removal Plans (4 sheets)
6. Revise Roadway Plan and Profile Sheets (9 sheets)
7. Revise Intersection Details (2 sheets)
8. Revise Driveway Plan and Profiles (3 sheets)
9. Revise Design Cross Sections (20 sheets)
10. Revise Horizontal Alignment Data Sheets (1 sheet)
11. Revise Miscellaneous Roadway Details (1 sheet)

V. DRAINAGE (Function Code 161)

Revise the drainage details to reflect the change in the typical section Station 538+00 to 620+00. This work will include:

1. Revise Drainage Area Map (1 sheet)
2. Revise Runoff Calculations (1 sheet)
3. Revise Drainage Plans (5 sheets)
4. Revise Culvert Layout (1 sheet)
5. Revise Hydraulic Calculations (5 sheets)
6. Revise Culvert Computations (1 sheet)
7. Revise Box Culvert Standard (BCS) (1 sheet)

The analysis will be in accordance with the TxDOT Hydraulic Design Manual and Williamson County drainage criteria. The Williamson County criteria will be used where it provides detailed local criteria and required analysis methodology.

- a. Meetings and Coordination
Attend two meetings with the Williamson County and TxDOT to discuss the drainage analysis and recommendations.
- b. Right-of-Way Drainage
Prepare a preliminary design of the right-of-way drainage system for the right-of-way and development strip.
 - Based on the county's drainage criteria and recommendations, define a development strip on each side of the road which will be served by the right-of-way drainage system.
 - Outfall analysis. Review the cross drainage analysis and determine if each cross drainage system is adequate. Determine outfall channel improvements and right-of-way (easement) requirements. Identify and analyze alternate outfall locations and alignments.
 - Prepare roadside ditch design using THYSYS to check the ditch capacity against the actual flows.
- c. Impact and Mitigation Analysis
Prepare an impact analysis to determine the increase in peak flow rates for the 100-year storm. No other frequencies will be analyzed. Only the proposed road right-of-way will be used for the analysis. The development strip will not be included in the impact analysis, under the assumption that private development will have to mitigate their impact (possibly with on-site detention).
 - Determine existing conditions 100-year peak flow rates
 - Determine proposed conditions 100-year peak flow rates
 - Prepare a mitigation analysis using the Small Watershed Method to develop detention volumes. Provide a 25% contingency to establish recommended volumes.
 - The detention analysis will include determination of needed detention with the right of way ditches.

VI. SIGNING, MARKINGS & SIGNALIZATION (Function Code 162)

Revise the signing and striping details to reflect the change in the typical section Station 538+00 to Station 620+00. This work will include:

1. Revise Signing and Striping Layouts (10 sheets)

VII. MISCELLANEOUS (Function Code 163)

Revise the miscellaneous details to reflect the change in the typical section Station 538+00 to Station 620+00. This work will include:

1. Revise Estimate & Quantity Sheets (2 sheets)
2. Revise Summary of Quantities – Roadway (1 sheet)
3. Revise Summary of Quantities – SW3P (1 sheet)
4. Revise Summary of Quantities – Signing, Striping and Delineation (1 sheet)
5. Revise Summary of Quantities – Traffic Control Plan (1 sheet)
6. Revise Summary of Quantities – Drainage (1 sheet)
7. Revise Summary of Small Signs (2 sheets)
8. Revise Overall Traffic Control Plan (1 sheet)
9. Revise Traffic Control Plan Phase 2A (4 sheets)
10. Revise Traffic Control Plan Phase 2B (3 sheets)
11. Revise Traffic Control Plan Phase 3A (5 sheets)
12. Revise Traffic Control Plan Phase 3B (2 sheets)
13. Revise Storm Water Pollution Prevention Plan (5 sheets)
14. Revise General Notes & Specification Data
15. Revise Project Manual
16. Revise construction cost estimate
17. Revise construction schedule.

Thu 5/28/09

Exhibit C
Williamson County - 2006 Road Bond
US 79 Reconstruction - Section 3

klotz associates

801 South Mainway, Suite 200
Murfreesboro, TN 37130
615.895.1111 FAX 615.895.1112
www.klotzassoc.com

ID	Task Name	Work Days	Start	Finish	2006	2007	2008	2009	2010
1	Notice to Proceed	0 days	Thu 12/1/05	Thu 12/1/05	Jan 12/1	Jan 12/1	Jan 12/1	Jan 12/1	Jan 12/1
2	Design Survey	60 days	Thu 12/1/05	Wed 2/22/06					
3	Schematic Development	28 days	Wed 5/27/06	Fri 7/3/06					
4	Preliminary Schematic Development	14 days	Wed 5/27/06	Mon 6/15/06					
5	Wilco and TxDOT Schematic Review - "14 days"	7 days	Tue 6/19/06	Wed 6/24/06					
6	Schematic Approval	7 days	Thu 6/26/06	Fri 7/3/06					
7	Environmental	48 days	Wed 5/27/06	Fri 7/3/06					
8	Environmental Clearance	48 days	Wed 5/27/06	Fri 7/3/06					
9	PS&E Development	79 days	Mon 7/6/09	Thu 10/22/09					
10	100% PS&E Development	79 days	Mon 7/6/09	Thu 10/22/09					
11	100% PS&E Submittal	0 days	Wed 8/12/09	Wed 8/12/09					
12	100% PS&E Wilco and TxDOT Review - "14 days"	14 days	Wed 8/12/09	Mon 8/31/09					
13	Final Design Package Submittal	14 days	Mon 8/31/09	Thu 9/17/09					
14	Utility Coordination	197 days	Wed 4/1/09	Thu 12/31/09					
15	Utility Coordination	197 days	Wed 4/1/09	Thu 12/31/09					
16	100% Utility Design Engineering & Coordination	0 days	Thu 12/31/09	Thu 12/31/09					
17	Letting	0 days	Mon 11/30/09	Mon 11/30/09					
18	Bid Opening	0 days	Mon 11/30/09	Mon 11/30/09					
19	Construction Operations	0 days	Thu 12/31/09	Thu 12/31/09					
20	Begin Construction	0 days	Thu 12/31/09	Thu 12/31/09					

EXHIBIT D - FEE SCHEDULE

PROJECT NAME: US 79
PROJECT LIMITS: EAST HUTTO CITY LIMIT TO CR 402
PRIME PROVIDER NAME: KLOTZ ASSOCIATES, INC

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR OR SNR. STRUCT ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROUTE & DESIGN STUDIES (FC 110)										
REVISE SCHEMATIC LAYOUT	2	6	12	20	48	48	0	138	N/A	N/A
PREPARE REVISED ROLL PLOT LAYOUTS	0	2	4	0	8	8	0	22	N/A	N/A
COORDINATION AND MEETINGS WITH TXDOT AND WILLIAMSON CO	0	8	0	8	0	0	2	18	N/A	N/A
HOURS SUB-TOTALS	2	16	16	28	56	56	2	178		
LABOR RATE PER HOUR	\$185.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$360.00	\$2,800.00	\$2,240.00	\$3,500.00	\$6,160.00	\$5,040.00	\$140.00	\$20,270.00		

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)										
COORDINATION W/ ENV. PUBLIC INVOLV. AND OTHER CONSULTANTS	0	6	6	0	0	0	1	13	N/A	N/A
PREPARE EXHIBITS AND MAPS FOR PUBLIC MEETING	1	2	4	8	16	16	0	47	N/A	N/A
ATTEND PUBLIC MEETING	0	4	0	4	0	0	1	9	N/A	N/A
HOURS SUB-TOTALS	1	12	10	12	16	16	2	69		
LABOR RATE PER HOUR	\$185.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$185.00	\$2,100.00	\$1,400.00	\$1,500.00	\$1,760.00	\$1,440.00	\$140.00	\$8,335.00		

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
RIGHT OF WAY DATA (FC 130)										
REVISE UTILITY DRAWINGS	0	2	4	8	20	24	0	58	5	12
MAINTAIN REVISED UTILITY CONFLICT LIST	0	1	0	4	0	0	0	5	N/A	N/A
COORDINATION WITH UTILITY COMPANIES	0	2	0	4	0	0	0	6	N/A	N/A
PREPARE ADDITIONAL EXHIBITS FOR UTILITY AGREEMENTS	0	1	2	4	8	18	0	23	N/A	N/A
COORDINATION WITH BOND PROGRAM UTILITY COORDINATOR	0	2	0	8	0	0	1	11	N/A	N/A
COORDINATION WITH TXDOT AND WILLIAMSON COUNTY	0	6	0	6	0	0	1	13	N/A	N/A
HOURS SUB-TOTALS	0	14	8	34	28	32	2	116		
LABOR RATE PER HOUR	\$185.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$0.00	\$2,450.00	\$840.00	\$4,250.00	\$3,080.00	\$2,880.00	\$140.00	\$13,640.00		

EXHIBIT D - FEE SCHEDULE
PROJECT NAME: US 79
PROJECT LIMITS: EAST HUTTO CITY LIMIT TO CR 402
PRIME PROVIDER NAME: KLOTZ ASSOCIATES, INC

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT. ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN CONTROLS (FC160)										
REVISE ROADWAY SHEETS	0	1	0	0	2	2	0	5	1	5
TITLE SHEET	0	1	0	2	0	3	0	6	1	6
INDEX OF SHEETS	0	1	2	0	4	3	0	15	1	15
PROJECT LAYOUT	1	2	4	12	24	24	0	87	5	13
TYPICAL SECTIONS	0	2	4	4	12	12	0	34	4	9
REMOVAL PLANS	2	8	12	16	40	40	0	118	9	13
ROADWAY PLAN AND PROFILE SHEETS	1	2	4	4	8	16	0	35	2	18
INTERSECTION DETAILS	0	1	2	4	12	12	0	31	3	10
DRIVEWAY PLAN AND PROFILES	1	4	8	12	80	0	0	105	20	5
DESIGN CROSS-SECTIONS	0	1	2	3	4	0	0	10	1	10
HORIZONTAL ALIGNMENT DATA SHEETS	0	1	2	4	8	0	0	15	1	15
MISCELLANEOUS ROADWAY DETAILS	0	1	2	4	8	0	0			
HOURS SUB-TOTALS	5	24	40	61	194	117	0	441		
LABOR RATE PER HOUR	\$195.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$975.00	\$4,200.00	\$5,600.00	\$7,625.00	\$21,340.00	\$10,530.00	\$0.00	\$50,270.00		

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT. ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DRAINAGE (FC161)										
REVISE DRAINAGE DESIGN DRAWINGS	1	2	4	0	8	12	0	25	1	25
DRAINAGE AREA MAPS	0	1	2	8	4	8	0	23	1	23
RUNOFF CALCULATIONS	1	4	8	16	32	32	0	93	5	19
CULVERT LAYOUT	0	2	4	8	12	8	0	34	1	34
HYDRAULIC CALCULATIONS	1	2	4	8	12	8	0	35	5	7
CULVERT CALCULATIONS	0	2	8	0	16	8	0	34	1	34
BOX CULVERT STANDARD	0	1	0	0	2	4	0	7	1	7
HYDRAULIC ANALYSIS	0	4	0	4	0	0	1	9	N/A	N/A
MEETING AND COORDINATION	0	2	8	0	16	0	0	26	N/A	N/A
RIGHT OF WAY DRAINAGE	0	2	8	0	16	0	0	26	N/A	N/A
IMPACT AND MITIGATION ANALYSIS	0	2	8	0	16	0	0	26	N/A	N/A
HOURS SUB-TOTALS	3	22	48	44	116	80	1	312		
LABOR RATE PER HOUR	\$195.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$585.00	\$3,850.00	\$6,740.00	\$5,500.00	\$12,760.00	\$7,200.00	\$70.00	\$36,405.00		

\$10.00

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT. ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SIGNING, PAVMT. MARKING, & SIGNAL (FC162)										
SIGNING AND PAVEMENT MARKINGS	1	4	8	12	32	32	0	89	10	9
SIGNING AND PAVEMENT MARKING LAYOUTS	1	4	8	12	32	32	0	89		
HOURS SUB-TOTALS	1	4	8	12	32	32	0	89		
LABOR RATE PER HOUR	\$195.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$195.00	\$700.00	\$1,120.00	\$1,500.00	\$3,520.00	\$2,880.00	\$0.00	\$9,915.00		

EXHIBIT D - FEE SCHEDULE
 PROJECT NAME: US 79
 PROJECT LIMITS: EAST HUTTO CITY LIMIT TO CR 402
 PRIME PROVIDER NAME: KLOTZ ASSOCIATES, INC

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR OR SNR. STRUCT. ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CIVIL DESIGNER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MISCELLANEOUS (ROADWAY) (FC 163)										
REVISE QUANTITY SHEETS	0	2	8	0	8	0	0	16	2	8
ESTIMATE & QUANTITY SHEETS	0	1	2	0	3	5	0	11	1	11
SUMMARY OF QUANTITIES - ROADWAY	0	1	2	0	3	5	0	11	1	11
SUMMARY OF QUANTITIES - SWPPP	0	1	2	0	3	5	0	11	1	11
SUMMARY OF QUANTITIES - SIGNING, STRIPING, AND DELINEATION	0	1	2	0	3	5	0	11	1	11
SUMMARY OF QUANTITIES - TRAFFIC CONTROL PLAN	0	1	2	0	3	5	0	11	1	11
SUMMARY OF QUANTITIES - DRAINAGE	0	1	2	0	3	5	0	11	1	11
SUMMARY OF SMALL SIGNS	0	1	2	0	3	5	0	11	1	11
REVISE TRAFFIC CONTROL PLANS	0	1	2	0	3	5	0	11	1	11
OVERALL TRAFFIC CONTROL PLAN	1	2	4	0	8	8	0	23	1	23
TRAFFIC CONTROL PLAN PHASE 2A	0	2	4	8	12	16	0	42	4	11
TRAFFIC CONTROL PLAN PHASE 2B	0	2	4	4	12	12	0	34	3	11
TRAFFIC CONTROL PLAN PHASE 3A	0	4	8	8	18	18	0	56	5	11
TRAFFIC CONTROL PLAN PHASE 3B	0	2	4	0	8	8	0	22	2	11
REVISE STORM WATER POLLUTION PREVENTION PLAN	0	2	4	0	12	24	0	42	5	8
REVISE GENERAL NOTES & SPECIFICATION DATA	0	1	2	8	0	0	0	11	N/A	N/A
REVISE PROJECT MANUAL	1	2	4	16	0	0	0	23	N/A	N/A
REVISE CONSTRUCTION COST ESTIMATE	0	2	4	12	20	0	0	36	N/A	N/A
REVISE CONSTRUCTION SCHEDULE	0	1	2	8	0	0	0	11	N/A	N/A
HOURS SUB-TOTALS	2	23	61	64	117	117	0	389		
LABOR RATE PER HOUR	\$195.00	\$175.00	\$140.00	\$125.00	\$110.00	\$90.00	\$70.00			
TOTAL LABOR COSTS	\$360.00	\$4,005.00	\$8,540.00	\$8,000.00	\$12,870.00	\$10,530.00	\$0.00	\$45,230.00		

DESCRIPTION	TOTAL COSTS BY FC
SUMMARY OF COSTS	
LABOR EXPENSES	
ROUTE AND DESIGN STUDIES (FC110)	\$20,270.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC120)	\$8,535.00
RIGHT OF WAY DATA (FC 130)	\$19,640.00
ROADWAY DESIGN CONTROLS (FC 160)	\$50,270.00
DRAINAGE (FC 161)	\$36,405.00
SIGNING, P.M.T. MARK. & SIGNALS (FC162)	\$9,515.00
MISCELLANEOUS (ROADWAY) (FC 163)	\$45,230.00
SUBTOTAL LABOR EXPENSES	\$184,265.00
DIRECT EXPENSES	
MILEAGE (\$0.485 per mile)	\$485.00
PLOTS - REVIEW (\$0.40 PER SHEET)	\$160.00
COPIES - REVIEW (\$0.10 PER COPY)	\$100.00
ROLL PLOTS - BOND (\$F)	\$160.00
DELIVERIES/MISC (\$25.00)	\$100.00
SUBTOTAL DIRECT EXPENSES	\$1,005.00
TOTAL	\$185,270.00

Klotz Supp. #2 to O'Connor ext. PSA
Commissioners Court - Regular Session

Date: 06/09/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Klotz Associates, Inc. Supplemental #2 to their O'Connor Blvd. extension Professional Service Agreement (PSA) to allow for the execution of Work Authorization #3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Klotz Supp.2 to O'Connor PSA](#)

Link: [Klotz O'Connor WA3](#)

Form Routing/Status

Form Started By: Marie Walters Started On: 06/03/2009 05:53 PM
Final Approval Date: 06/04/2009

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

ENGINEER:

By: _____

Signature

Crespin Guzman

Printed Name

Regional Manager

Title

6/1/09

Date

COUNTY:

By: _____

Signature

Printed Name

Title

Date

OK
mg 6/1/09



Project Name: O'Connor Blvd. Extension

ATTACHMENT A

WORK AUTHORIZATION NO. 3

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 Klotz Associates, Inc (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services: Continued coordination and management with County, TxDOT, TCEQ, SWCA, HNTB, Halff, CTRMA, Baker-Aicklen, County Attorney and PBS&J for completion of O'Connor design and construction.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$87,500.00.

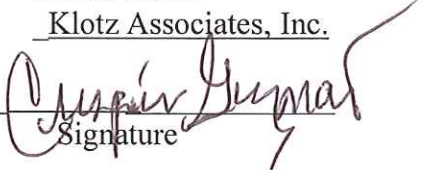
Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

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

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

ATTACHMENT A (con't.)

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

ENGINEER:	COUNTY:
<u>Klotz Associates, Inc.</u>	<u>Williamson County, Texas</u>
By: <u></u>	By: _____
Signature	Signature
<u>Crespin Guzman</u>	<u>Dan A. Gattis</u>
Printed Name	Printed Name
<u>Regional Manager</u>	<u>County Judge</u>
Title	Title
<u>6/01/09</u>	_____
Date	Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

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

OK
mg 6/1/09

WORK AUTHORIZATION NO. 3

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER KLOTZ ASSOCIATES, INC.

ROAD BOND PROGRAM – O’CONNOR BLVD. EXTENSION WILLIAMSON COUNTY, TEXAS

From: RM 620
To: SH 45
Length: 1.4 miles
County: Williamson

The work to be performed by the Engineer under this Work Authorization #3 consists of providing continuing engineering / construction services and management / coordination with the County, TxDOT, SWCA, TCEQ, Highland Horizon, HNTB, CTRMA, Baker-Aicklen, PBS&J and Halff & Associates for interim improvements on RM 620 at O’Connor Blvd; ROW / Alignment revisions at Great Oaks Drive intersection; TxDOT, PBS&J & CTRMA coordination at SH 45, causing additional meetings, plots/plan sheets and revisions / comments; additional coordination / management due to length of time since project first scoped in 2004, due to environmental evaluations, funding delays by TxDOT and Open House meetings.

MANAGEMENT/COORDINATION

- A. Management.** Continue additional management items as a result of an extended schedule with the above referenced firms and entities. These items include project management, coordination meetings, progress reports and monthly invoicing.

ROADWAY DESIGN

Design Layouts and Details. The revision of roadway and signal PS&E at O’Connor Blvd. connection at RM 620 for the proposed interim widening and right-turn lane from RM 620 to O’Connor north will need to be revised to match either existing conditions or for the proposed 6-7 lane section. This will require signal, intersection, cross-section and PS&E revisions.

Revised field notes for the Great Oaks Drive connection will require intersection alignment, cross-section and PS&E revisions.

TCEQ permit had to be revised due to application revisions since 2005 and a change in the Water Pollution Abatement Plan (WPAP) and increased application fees. Coordination / Management and file sharing with numerous entities at the RM 620, Great Oaks Drive and SH 45 intersections.

WORK AUTHORIZATION # 3

EXHIBIT D - FEE SCHEDULE

PROJECT NAME: O'CONNOR BLVD. EXTENSION

PROJECT LIMITS: RM 620 TO SH 45 (1.4 MILES)

PRIME PROVIDER NAME: KLOTZ ASSOCIATES, INC

5/29/2009

0510.003.000

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER 3	GRADUATE ENGINEER 2	SENIOR DESIGNER	SENIOR CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROUTE & DESIGN STUDIES (FC 110)												
REVISE SCHEMATIC LAYOUT @ Future Great Oaks intersection	0	8	0	12	16	0	0	20	0	56	N/A	N/A
REVISE SCHEMATIC LAYOUT (SH 45 ADDITION)	0	0	0	0	0	0	0	0	0	0	N/A	N/A
REVISE SCHEMATIC PROFILE	0	0	0	0	0	0	0	0	0	0	N/A	N/A
DETERMINE THE ROW REQUIREMENTS	0	0	0	0	0	0	0	0	0	0	N/A	N/A
IDENTIFY ADDITIONAL UTILITY ADJUSTMENTS	0	0	0	0	0	0	0	0	0	0	N/A	N/A
REVISE PRELIMINARY COST ESTIMATE	0	0	0	0	0	0	0	0	0	0	N/A	N/A
COORDINATION WITH PBS&J, TXDOT & COUNTY	0	0	0	0	0	0	0	0	0	0	N/A	N/A
HOURS SUB-TOTALS	0	8	0	12	16	0	0	20	0	56		
LABOR RATE PER HOUR	\$190.00	\$160.00	\$0.00	\$130.00	\$110.00	\$100.00	\$125.00	\$85.00	\$65.00			
LABOR COSTS	\$0.00	\$1,280.00	\$0.00	\$1,560.00	\$1,760.00	\$0.00	\$0.00	\$1,700.00	\$0.00			
SUBTOTAL (FC 110)										\$6,300.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER 3	GRADUATE ENGINEER 2	SENIOR DESIGNER	SENIOR CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)												
COORDINATION WITH HNTB, SWCA and TCEQ	0	24	0	0	40	0	0	0	4	68	N/A	N/A
HOURS SUB-TOTALS	0	24	0	0	40	0	0	0	4	68		
LABOR RATE PER HOUR	\$190.00	\$160.00	\$0.00	\$130.00	\$110.00	\$100.00	\$125.00	\$85.00	\$65.00			
LABOR COSTS	\$0.00	\$3,840.00	\$0.00	\$0.00	\$4,400.00	\$0.00	\$0.00	\$0.00	\$260.00			
SUBTOTAL (FC 120)										\$8,500.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER 3	GRADUATE ENGINEER 2	SENIOR DESIGNER	SENIOR CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SURVEY & PHOTOGRAMMETRY (FC 150)												
COORDINATION WITH SURVEYOR	0	12	0	0	0	12	0	0	0	24	N/A	N/A
HOURS SUB-TOTALS	0	12	0	0	0	12	0	0	0	24		
LABOR RATE PER HOUR	\$190.00	\$160.00	\$180.00	\$130.00	\$110.00	\$100.00	\$125.00	\$85.00	\$65.00			
LABOR COSTS	\$0.00	\$1,920.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00			
SUBTOTAL (FC 150)										\$3,120.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER 3	GRADUATE ENGINEER 2	SENIOR DESIGNER	SENIOR CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN CONTROLS (FC160)												
REVISE INTERSECTION LAYOUTS (2 SHEETS)	0	2	0	6	8	0	0	8	0	24	2	12
REVISE PROJECT LAYOUT (100%) (1 SHEET)	0	1	0	2	4	0	0	4	0	11	1	11
REVISE PLAN & PROFILES (100%) (2 SHEETS)	0	1	0	4	12	0	0	12	0	29	2	15
REVISE EARTHWORK CROSS SECTIONS (100%)	0	1	0	4	6	0	0	4	0	15	N/A	N/A
HOURS SUB-TOTALS	0	5	0	16	30	0	0	28	0	79	5	
LABOR RATE PER HOUR	\$190.00	\$160.00	\$0.00	\$130.00	\$110.00	\$100.00	\$125.00	\$85.00	\$65.00			
LABOR COSTS	\$0.00	\$800.00	\$0.00	\$2,080.00	\$3,300.00	\$0.00	\$0.00	\$2,380.00	\$0.00			
SUBTOTAL (FC 160)										\$8,560.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER 3	GRADUATE ENGINEER 2	SENIOR DESIGNER	SENIOR CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DRAINAGE DESIGN (FC 161)												
DRAINAGE REPORT												
OVERALL DRAINAGE AREA MAP (Revise 1 SHEET)	0	0	0	0	0	0	0	0	0	0	N/A	N/A
DRAINAGE AREA MAPS (Revise 2 SHEETS)	0	0	0	2	2	0	0	2	0	6	1	6
CULVERT LAYOUTS (60%) (1 CULVERT)	0	1	0	4	4	0	0	4	0	13	2	7
STORMWATER POLLUTION PREVENTION PLAN (Revise 2 SHEETS)	0	0	0	0	0	0	0	0	0	0	1	0
WATER POLLUTION ABATEMENT PLAN / REPORT REVISIONS	0	1	0	2	4	0	0	4	0	11	2	6
	0	4	0	8	24	0	0	0	4	40	N/A	N/A
HOURS SUB-TOTALS	0	6	0	16	34	0	0	10	4	70	6	
LABOR RATE PER HOUR	\$190.00	\$160.00	\$0.00	\$130.00	\$110.00	\$100.00	\$125.00	\$85.00	\$65.00			
LABOR COSTS	\$0.00	\$960.00	\$0.00	\$2,080.00	\$3,740.00	\$0.00	\$0.00	\$850.00	\$260.00			
SUBTOTAL (FC 161)										\$7,850.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER 3	GRADUATE ENGINEER 2	SENIOR DESIGNER	SENIOR CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SIGNING, PAVEMENT MARKING, & SIGNAL (FC162)												
SIGNAL COORDINATION & DESIGN MODIFICATIONS WHALFF RM 620	0	8	0	8	16	0	0	8	0	40	0	#DIV/0!
HOUR SUBTOTALS	0	8	0	8	16	0	0	8	0	40	0	
LABOR RATE PER HOUR	\$190.00	\$160.00	\$0.00	\$130.00	\$110.00	\$100.00	\$125.00	\$85.00	\$65.00			
DIRECT LABOR COSTS	\$0.00	\$1,280.00	\$0.00	\$1,040.00	\$1,760.00	\$0.00	\$0.00	\$680.00	\$0.00	\$4,760.00		
SUBTOTAL (FC 162)										\$4,760.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER 3	GRADUATE ENGINEER 2	SENIOR DESIGNER	SENIOR CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MISCELLANEOUS (ROADWAY) (FC 163)												
TITLE SHEET / INDEX SHEET	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
QUANTITY CALCULATIONS	0	1	0	4	8	0	0	8	0	21	N/A	N/A
HOURS SUB-TOTALS	0	1	0	4	8	0	0	8	0	21	0	
LABOR RATE PER HOUR	\$190.00	\$160.00	\$0.00	\$130.00	\$110.00	\$100.00	\$125.00	\$85.00	\$65.00			
LABOR COSTS	\$0.00	\$160.00	\$0.00	\$520.00	\$880.00	\$0.00	\$0.00	\$680.00	\$0.00			
SUBTOTAL (FC 163)										\$2,240.00		

WORK AUTHORIZATION # 3

EXHIBIT D - FEE SCHEDULE

PROJECT NAME: O'CONNOR BLVD. EXTENSION
 PROJECT LIMITS: RM 620 TO SH 45 (1.4 MILES)
 PRIME PROVIDER NAME: KLOTZ ASSOCIATES, INC

5/29/2009

0510.003.000

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER 3	GRADUATE ENGINEER 2	SENIOR DESIGNER	SENIOR CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MANAGEMENT / COORDINATION (FC 164)												
PROJECT MANAGEMENT	0	28	0	0	0	0	0	0	0	28	N/A	N/A
COORDINATION WITH HNTB, HALFF & PRS&J	0	64	0	0	42	0	0	0	0	106	N/A	N/A
COORDINATION WITH WILLIAMSON COUNTY	0	28	0	0	24	0	0	0	0	52	N/A	N/A
COORDINATION WITH TXDOT	0	28	0	0	40	0	0	0	0	68	N/A	N/A
PREPARE WRITTEN PROGRESS REPORTS	0	8	0	0	16	0	0	0	0	24	N/A	N/A
HOURS SUB-TOTALS	0	156	0	0	122	0	0	0	0	278	N/A	
LABOR RATE PER HOUR	\$190.00	\$160.00	\$0.00	\$130.00	\$110.00	\$100.00	\$125.00	\$85.00	\$65.00			
LABOR COSTS	\$0.00	\$24,960.00	\$0.00	\$0.00	\$13,420.00	\$0.00	\$0.00	\$0.00	\$0.00			
SUBTOTAL (FC 164)										\$38,380.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	GRADUATE ENGINEER 3	GRADUATE ENGINEER 2	SENIOR DESIGNER	SENIOR CADD TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
BRIDGE DESIGN (FC 170)												
BRIDGE LAYOUT	0	0	0	0	0	0	0	0	0	0	6	0
BRIDGE DESIGN (ADDITIONAL SPANS)												
FOUNDATION LAYOUT	0	0	0	0	0	0	0	0	0	0	4	0
INTERIOR BENTS (All skewed and in a curve)	0	0	0	0	0	0	0	0	0	0	4	0
FRAMING PLANS -	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
	0	0	0	0	0	0	0	0	0	0	1	0
PRESTRESSED CONCRETE BEAMS (Most all varying lengths)												
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	29	
LABOR RATE PER HOUR	\$190.00	\$160.00	\$0.00	\$130.00	\$110.00	\$100.00	\$125.00	\$85.00	\$65.00			
LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
SUBTOTAL (FC 170)										\$0.00		

DESCRIPTION										TOTAL COSTS BY FC									
LABOR EXPENSES																			
ROUTE AND DESIGN STUDIES (FC110)																			
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC120)																			
SURVEY & PHOTOGRAMMETRY (FC 150)																			
ROADWAY DESIGN CONTROLS (FC 160)																			
DRAINAGE DESIGN (FC 161)																			
SIGNING, PAVEMENT MARKINGS, & SIGNALS (FC162)																			
MISCELLANEOUS (ROADWAY) (FC 163)																			
MANAGEMENT / COORDINATION (FC 164)																			
BRIDGE DESIGN (FC 170)																			
SUBTOTAL LABOR EXPENSES										\$79,750.00									
DIRECT EXPENSES																			
MILEAGE (1000 MI. @ \$0.550 per mile)																			
ROLL PLOTS (300 @ \$1.00 per foot)																			
PHOTO COPIES (8 1/2" x 11": 500 @ \$0.10 per copy)																			
PHOTO COPIES (11" x 17": 500 @ \$0.15 per copy)																			
MISC - Phone, Fax, TCEQ Permit (\$6,500.00), etc.																			
DELIVERIES (10 @ \$15.00 per delivery)																			
SUBTOTAL DIRECT EXPENSES																			
SUBTOTAL																			
SUMMARY																			
DIRECT LABOR																			
DIRECT EXPENSES																			
GRAND TOTAL										\$87,500.00									

Jester Williamson County Annex
Commissioners Court - Regular Session

Date: 06/09/2009
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: 05/27/2009 11:17 AM
Final Approval Date: 05/27/2009

Participation Agreement - Pond Springs Road
Commissioners Court - Regular Session

Date: 06/09/2009

Submitted By: Gary Boyd, Parks

Submitted For: Gary Boyd

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on Determination Letter and Participation Agreement for Williamson County Road Bond Program for mitigation activities covering improvements to Pond Springs Road.

Background

The subject Participation Agreement covers improvements to dedicated Right-of-Way for Pond Springs Road, beginning at its intersection with US Hwy 183 frontage road near its intersection with McNeil Drive and continuing approximately 1.9 miles north which is approximately 2225 feet north of the Pond Springs Road intersection with Anderson Mill Road and ending approximately 575 feet from the Pond Springs Road northern end intersection with the US Hwy 183 frontage road and encompassing 23.18 acres in the project area. The Participation Fee for this project is \$2318.00.

The Determination Letter outlines the general terms of the Participation Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Pond Springs Participation Agreement](#)

Link: [Exhibit A to Memorandum - 10\(a\) Permit](#)

Link: [Ponds Springs Determination Letter](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 06/04/2009 09:37 AM

Final Approval Date: 06/04/2009



WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

PARTICIPATION AGREEMENT

This **WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN PARTICIPATION AGREEMENT** (this "Participation Agreement") dated June 9, 2009 is entered into by Williamson County Road Bond Program (the "Participant"), and the **WILLIAMSON COUNTY CONSERVATION FOUNDATION**, a Texas non-profit corporation (the "Foundation").

BACKGROUND

Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-0 dated October 21, 2008 (the "Permit"). The Permit authorizes "take" of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the "Plan"). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental "take" of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and this Participation Agreement. Incidental take means take that results from, but is not the purpose of, carrying out an otherwise lawful activity. Participant is the owner of a tract or tracts of land (the "Property") located in Williamson County, Texas, and described on Exhibit "A" to this Participation Agreement.

AGREEMENT

1. **Grant Of Participation Rights And Obligations Of Participant.** The Foundation hereby grants to the Participant the right to participate in the Plan with respect to the Participant's proposed activities on the Property. Exhibit "B" to this Participation Agreement describes the Participant's proposed activities and the species to be covered under this Participation Agreement. The Participant represents and warrants that the activities proposed to be covered under this Participation Agreement will be carried out in full compliance with all applicable laws and regulations. This Participation Agreement covers only those activities described on Exhibit "B". The Participant shall consult with the Foundation before deviating in any material respect from the described activities. This Participation Agreement is entered into subject to all terms and conditions of the Permit, the Plan, and applicable law and regulations, and the Participant assumes and agrees to be bound by all of such terms and conditions, including without limitation those described on Exhibit "C" to this Participation Agreement.

2. **Participation Fee.** The Participant has paid to the Foundation the total sum of \$2,318.00 (Two thousand three hundred eighteen and no hundredths Dollars) as the Participant's fee to participate in the Plan with respect to the Participant's proposed activities on the Property.

3. **Right To Inspect.** The Foundation, the County, and the U.S. Fish and Wildlife Service shall have the right to inspect the Property in order to ensure compliance with the terms of this Participation Agreement.

4. **Breach By Participant.** The Foundation shall provide Participant written notice specifying any breach of the terms of this Participation Agreement, and Participant shall have seven (7) days thereafter, or such other length of time the Foundation agrees in writing, to cure said breach. The Foundation, at its sole discretion and for good cause, including without limitation Participant's failure to cure any breach within the applicable timeframe, may terminate this Participation Agreement. Notification of breach and termination of participation rights shall be made by the Foundation to the Participant in writing at the address provided in Section 11.

5. **Participant's Sole Recourse.** In the event that this Participation Agreement is (i) ineffective or deficient with respect to the Property or Participant's proposed activities for any reason, or (ii) terminated in accordance with the terms and provisions of this Participation Agreement, Participant's sole recourse shall be to recover from the Foundation an amount not to exceed the total sum referenced in Section 2 of this Participation Agreement, upon surrender and termination of this Participation Agreement by Participant in writing to the Foundation; provided, Participant shall not be entitled to recover administrative fees from the Foundation.

6. **Covenants Run With The Land; Recordation.** Participant agrees that the covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership interests to all or part of the Property, this Participation Agreement shall not terminate as to the Property, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this Participation Agreement by the Foundation and Participant, a Memorandum of Participation Agreement in form substantially the same as Exhibit "D" attached hereto and incorporated herein for all purposes, shall be signed, acknowledged, and recorded by the Participant in the Official Public Records of Williamson County, Texas. The Participant shall promptly provide a copy of the recorded Memorandum of Participation Agreement to the Foundation.

7. **Venue And Choice Of Law.** The obligations and undertakings of each of the parties to this Participation Agreement shall be performable in Williamson County, Texas, and this Participation Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas.

8. **Entirety Of Agreement And Modification.** This instrument constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Participation Agreement are of no force or effect. Any oral representations or modifications concerning this Participation Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party.

9. **Non-Assignment.** Participant shall not sell, transfer, or assign all or any part of this Participation Agreement to a party other than a successive owner of all or a portion of the Property without prior written consent of the Foundation.

10. **Successors And Assigns.** This Participation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, as and where authorized pursuant to this Participation Agreement.

11. **Notice.** All notices under this Participation Agreement shall be in writing and shall be deemed to have been properly given, delivered and received (a) as of the date of delivery if personally delivered, or (b) as of the date of deposit in the mail system if sent by United States certified mail, return receipt requested, postage prepaid. For purposes of notices, the addresses of the parties are as follows

PARTICIPANT:

Williamson County Road Bond Program
c/o Williamson County
710 Main, Ste. 101
Georgetown, Texas 78626
Attn: Foundation Application File No. 20090602
Fax: (512) 943-1662

FOUNDATION:

Williamson County Regional Habitat Conservation Plan
Plan Administrator
350 Discovery Boulevard #207
Cedar Park, Texas 78613
Attn: Foundation Application File No. 20090602
Fax: (512) 260-4237

or to such other address as hereafter shall be designated in writing by the applicable party.

12. **Term Of Participation Agreement.** This Participation Agreement shall terminate upon the expiration or termination of the Permit.

13. **Headings.** The headings at the beginning of the various provisions of this Participation Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Participation Agreement.

14. **Number And Gender Defined.** As used in this Participation Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

FOUNDATION:

By: _____
Print Name: _____
Title: _____
Date: _____

PARTICIPANT:

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit List:

- Exhibit “A” – Description of Participant’s Property, including GPS coordinates/points
- Exhibit “B” – Covered Species and Participant’s Proposed Activities Relative to Participation Agreement
- Exhibit “C” – Special Terms and Conditions in Connection with 10(a) Permit #TE - 181840
- Exhibit “D” – Williamson County Regional Habitat Conservation Plan Memorandum of Participation Agreement Relative to U.S. Fish and Wildlife Service Permit

EXHIBIT "A"
TO PARTICIPATION AGREEMENT

Legal Description of Participant's Property, including GPS coordinates/points

Property is identified as Pond Springs Road, Williamson County, Texas and all associated right-of-way and described in the deed records of the county. Files outlining the limits of the project are also held in WCCF offices, Williamson County URS offices and are available in shape file format (*.shp) in the offices of Williamson County GIS.

The following is a non-legal description of the subject property:

Dedicated Right-of-Way for Pond Springs Road, beginning at its intersection with US Hwy 183 frontage road near its intersection with McNeil Drive and continuing approximately 1.9 miles north which is approximately 2225 feet north of the Pond Springs Road intersection with Anderson Mill Road and ending approximately 575 feet from the Pond Springs Road northern end intersection with the US Hwy 183 frontage road and encompassing 23.18 acres in the project area.

EXHIBIT "B"
TO PARTICIPATION AGREEMENT

Covered Species and Participant's Proposed Activities Relative to Participation Agreement

Provide a summary describing the scope and nature of the proposed activities and uses of the Property. This summary should provide details regarding the proposed development plan, including square footage or acreage of limit of construction (limit of construction is any area within which any type of construction or land disturbance will occur, i.e., area for erosion controls, driveway, utilities). Attach conceptual plan that identifies the foregoing items.

Dedicated Right-of-Way for Pond Springs Road, beginning at its intersection with US Hwy 183 frontage road near its intersection with McNeil Drive and continuing approximately 1.9 miles north which is approximately 2225 feet north of the Pond Springs Road intersection with Anderson Mill Road and ending approximately 575 feet from the Pond Springs Road northern end intersection with the US Hwy 183 frontage road and encompassing 23.18 acres in the project area.

Identify which of the following species are covered by this Participation Agreement.

☐ Yes	☐ No	Golden-cheeked warbler
☐ Yes	☐ No	Black-capped vireo
☒ Yes	☐ No	Bone Cave harvestman
☒ Yes	☐ No	Coffin Cave mold beetle

**EXHIBIT “C”
TO PARTICIPATION AGREEMENT**

**Special Terms and Conditions in Connection
with 10(a) Permit #TE - 181840**

1. On property covered by this Participation Agreement, vegetation clearing activities within 300 feet of habitat will be conducted outside the GCWA or BCVI breeding seasons, as applicable, unless breeding season surveys performed by an Endangered Species Act section 10(a)(1)(A)-permitted biologist indicate that no GCWA or BCVI are present within 300 feet of the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the GCWA is March 1 to August 1. The breeding season for the BCVI is March 15 to September 1.
2. Construction activities within, or within 300 feet of, GCWA or BCVI habitat may be conducted year round as long as such construction follows permitted clearing, as referenced above, in a reasonably prompt and expeditious manner indicating continuous activity.
3. Clearing and construction activities authorized under the Permit shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.
4. Upon locating a dead, injured, or sick GCWA or BCVI or any other endangered or threatened species in connection with road construction and other activities conducted by Participant that are covered by the Permit, Participant is required to contact the U.S. Fish and Wildlife Service’s Law Enforcement Office, in Georgetown, Texas, (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Participant and their contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

**MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO
U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-0)**

STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS
	§	
COUNTY OF WILLIAMSON	§	

This WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-0) (this “Memorandum”) is made and executed by Williamson County Road Bond Program (“Participant”), effective as of the 9th day of June 2009.

W I T N E S S E T H:

1. **Permit.** Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-0 dated October 21, 2008 (the “Permit”). The Permit authorizes “take” of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the “Plan”). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental “take” of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and the participation agreement entered into by the participant.
2. **Participation Agreement; Grant of Participation Rights and Obligations of Participant.** Participant is the owner of a tract or tracts of land (the “Property”) located in Williamson County, Texas, and described on Exhibit “B” to this Memorandum. Participant and the Foundation entered into the Williamson County Regional Habitat Conservation Plan Participation Agreement dated June 9, 2009 (“Participation Agreement,” Foundation Application File No. 20090602). Under the Participation Agreement, the Foundation granted to the Participant the right to participate in the Plan with respect to the Participant’s proposed activities on the Property. The Participation Agreement describes the Participant’s proposed activities and the species to be covered under the Participation Agreement. The Participant also agreed under the Participation Agreement to assume and agree to be bound by all terms and conditions of the Permit, the Plan, and all applicable laws and regulations, including without limitation those terms and conditions specifically set forth as an exhibit to the Participation Agreement.

3. **Notice.** Participant desires to execute this Memorandum and to have it filed of record in the Official Public Records of Williamson County, Texas, providing public and record notice to all persons as to the existence of the Participation Agreement. Further information regarding the Participation Agreement may be obtained by contacting the following:

PARTICIPANT:

Attn: Foundation Application File No. 20090602

Phone: (512) 943-1550

FOUNDATION:

Williamson County Regional Habitat Conservation Plan

Plan Administrator

350 Discovery Boulevard #207

Cedar Park, Texas 78613

Attn: Foundation Application File No. 20090602

Phone: (512) 260-4226

[Remainder of page intentionally blank]

EXECUTED as of the effective date first written above.

PARTICIPANT:

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

§

COUNTY OF §

This instrument was acknowledged before me on _____, 20__, by _____
_____, _____ of _____, a _____
_____, on behalf of said _____.

NOTARY PUBLIC, State of Texas

Print Name: _____

My Commission Expires:

Exhibits:

“A” -- U.S. Fish and Wildlife Service Permit No. TE-181840-0

“B” -- Description of Participant’s Property

After Recording, Return To:

Williamson County Regional Habitat Conservation Plan
Plan Administrator
350 Discovery Boulevard #207
Cedar Park, Texas 78613

EXHIBIT A
TO MEMORANDUM OF PARTICIPATION AGREEMENT

U.S. Fish and Wildlife Service Permit No. TE-181840-0

(Four pages following.)

EXHIBIT B
TO MEMORANDUM OF PARTICIPATION AGREEMENT

Description of Participant's Property

Property is identified as Pond Springs Road, Williamson County, Texas and all associated right-of-way and described in the deed records of the county. Files outlining the limits of the project are also held in WCCF offices, Williamson County URS offices and are available in shape file format (*.shp) in the offices of Williamson County GIS.

The following is a non-legal description of the subject property:

Dedicated Right-of-Way for Pond Springs Road, beginning at its intersection with US Hwy 183 frontage road near its intersection with McNeil Drive and continuing approximately 1.9 miles north which is approximately 2225 feet north of the Pond Springs Road intersection with Anderson Mill Road and ending approximately 575 feet from the Pond Springs Road northern end intersection with the US Hwy 183 frontage road and encompassing 23.18 acres in the project area.



DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

FEDERAL FISH AND WILDLIFE PERMIT

3-201
(1/97)

1. PERMITTEE

The County of Williamson
301 SE Inner Loop
Georgetown, Texas 78626
Phone: 512/943-1550
e-mail: dgattis@wilco.org

Williamson County Conservation Foundation
350 Discovery Boulevard
Cedar Park, Texas 78613
Phone: 512/733-5380
Email: lbirkman@wilco.org

2. AUTHORITY-STATUTES
16 USC 1539(a)(1)(B)
REGULATIONS (Attached)
50 CFR §§ 13 & 17

3. NUMBER
TE-181840-0

4. RENEWABLE
[☒] YES
[☐] NO

5. MAY COPY
[☒] YES
[☐] NO

6. EFFECTIVE
10/16/2008

7. EXPIRES
10/16/2038

8. NAME AND TITLE OF PRINCIPAL OFFICER: (if #1 is a business)
Mr. Daniel A. Gattis, County Judge (County) or successor.
Lisa Birkman, President, Williamson County Conservation
Foundation, Williamson County Commissioner (Foundation) or
successor.

9. TYPE OF PERMIT:
Endangered Species – Incidental Take

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED: Williamson County, Texas.

11. CONDITIONS AND AUTHORIZATIONS:

- A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.
- B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW. THIS PERMIT DOES NOT WAIVE THE OBLIGATION TO ABIDE BY OTHER APPLICABLE FOREIGN, STATE, LOCAL OR FEDERAL LAW IN CARRYING OUT AUTHORIZED ACTIVITIES.
- C. VALID FOR USE BY PERMITTEES NAMED ABOVE.
- D. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" (copy enclosed).

12. REPORTING REQUIREMENTS

Annual report due each January 1 throughout the life of the permit.

ISSUED BY:

Bd Mills

TITLE

Deputy Regional Director

Acting

DATE

10/21/08

- E. Permittee(s) are authorized to "Take" the following species: Bone Cave harvestman, Coffin Cave mold beetle, golden-cheeked warbler (GCWA), and black-capped vireo (BCVI) in Williamson County, Texas incidental to activities including, but not limited to, road construction, maintenance, and improvement projects; utility construction and maintenance; school development and construction; public or private construction and development; and land clearing.
- F. For GCWA, the loss of up to 6,000 acres of potential GCWA habitat is authorized over the life of the Permit. These impacts will be mitigated by a combination of purchasing mitigation credits from Hickory Pass Conservation Bank and/or other nearby conservation banks or by creating GCWA preserves.
- G. For BCVI, the loss of up to 4,267 acres of potential BCVI habitat is authorized over the life of the Permit. These impacts are mitigated primarily through habitat restoration, habitat management, enhancement of existing protected BCVI habitat, or an alternate, Service-approved mitigation program.
- H. On parcels covered by Participation Agreements, vegetation clearing activities within, or within 300 feet of, habitat will be conducted outside the GCWA or BCVI breeding seasons, as applicable, unless breeding season surveys performed by an Endangered Species Act section 10(a)(1)(A)-permitted biologist indicate that no GCWA or BCVI are present within, or within 300 feet of, the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the GCWA is March 1 to August 1. The breeding season for the BCVI is March 15 to September 1.
- I. Construction activities within, or within 300 feet of, GCWA or BCVI habitat may be conducted year round as long as such construction follows permitted clearing, as referenced above, in a reasonably prompt and expeditious manner indicating continuous activity.
- J. For Bone Cave harvestman and Coffin Cave mold beetle, up to 210 caves occupied by one or both species are authorized to be impacted. These impacts will be mitigated by acquiring and managing 9 to 15 karst fauna areas (KFAs), a minimum of three KFAs in each of the karst fauna regions occupied by the covered species.
- K. Clearing and construction activities authorized under this Permit shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.
- L. The Service agrees that Williamson County or the Foundation may enter into "Participation Agreements" covering land within the Permit area. Participation

Agreements will stipulate that the Participant will be bound by and comply with those terms and conditions of this Permit applicable to the Participant's land and the Participant shall benefit from the authorization granted in this Permit. So long as this Permit remains in effect and a Participant is in compliance with the Participation Agreement, that Participant shall be deemed, with respect to that Participant's property covered by the Participation Agreement, to have the full benefits and authorities of this Permit with respect to that Participant's property. The Service agrees that a breach by a Participant of its obligations under a Participation Agreement will not be considered a violation by the Permittee, or any other Participant, of this Permit. In the event a Participant has materially breached its Participation Agreement then the Service, Williamson County, or the Foundation may terminate that Participation Agreement.

- M. Upon locating a dead, injured, or sick GCWA or BCVI or any other endangered or threatened species in connection with road construction and other activities conducted by Williamson County that are covered by this Permit, Permittees and/or Participant, as applicable, shall contact the U.S. Fish and Wildlife Service's Law Enforcement Office, in Georgetown, Texas, (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Williamson County, the Foundation, and their contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- N. Conditions of this Permit shall be binding on, and for the benefit of Williamson County and the Foundation.
- O. If during the tenure of this Permit authorized impacts are exceeded such that there may be an increase in the anticipated take of any covered species, Williamson County or the Foundation shall contact the Service and obtain authorization and/or amendment of the Permit before entering into participation agreements or commencing any other activities which might result in unauthorized impacts.
- P. Williamson County or the Foundation shall submit on January 1 of each year the Permit is in effect an Annual Report describing participation agreements entered into and conservation and management actions undertaken. The report will summarize the results of the biological monitoring and adaptive management process and findings. The Annual Report must include the locations of surveys, a description of any deviations from required survey protocols, personnel used, and documentation of all survey results as required in the protocols for the particular endangered species. In addition, the annual

report will review existing management and highlight areas where change in management approach may be needed and where prioritized research needs are reviewed. A copy of the annual report shall be submitted to the U.S. Fish and Wildlife Service Field Office 10711 Burnet, Suite 200, Austin, Texas 78758; and to the U.S. Fish and Wildlife Service, P.O. Box 1306, Room 4102, Albuquerque, New Mexico 87103.

- Q. The No Surprises Rule, found at 50 C.F.R. 17.22(b)(8) and 17.32(b)(8), is applicable to this Permit. Pursuant to the No Surprises Rule, the Service has determined that the RHCP adequately addresses the GCWA, BCVI, Bone Cave Harvestman, and Coffin Cave mold beetle.
- R. Acceptance of the Permit serves as evidence that Williamson County and the Foundation understand and agree to abide by the terms of the Permit and all applicable sections of Title 50 CFR Parts 13 and 17 pertinent to issued permits.

----END OF PERMIT # TE-181840-0----



Board of Directors
As of March 1, 2009

Pct. 1 Commissioner
Lisa Birkman,
Board President
Williamson County, TX

Pct. 3 Commissioner
Valerie Covey
Board Vice President
Williamson County, TX

Vacant

Patty Eason
Council Member
City of Georgetown, TX

Tony Glace
Chasco Construction
Leander, Texas

Chuck Walker
Walker Texas Surveyors, Inc.
Cedar Park, TX

Larry Quick
Don Quick & Associates
Round Rock, TX

c/o Parks and Recreation
350 Discovery Blvd
Ste 207
Cedar Park, TX 78613

June 2, 2009

**Williamson County Road Bond Program
c/o The Honorable Dan Gattis, County Judge
710 Main Street, Ste. 101
Georgetown, TX 78626**

Re: Proposed improvements to Pond Springs Road, approximately 1.9 miles, Williamson County, Texas

Dear Judge Gattis:

The review of the referenced project has been completed in accordance with the Williamson County Regional Habitat Conservation Plan (RHCP). Based on the supporting documents, the Williamson County Conservation Foundation makes the following determination as to this application:

- 1. The mitigation fee for the referenced project will be \$2,318.00 (Two thousand three hundred eighteen and No hundredths Dollars). This amount ("Participation Fee") will be reflected in Paragraph 2 of the Participation Agreement.**
- 2. Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-260-4237 – of the applicants' agreement to these mitigation terms. An agenda item will be prepared for the next available Williamson County Commissioner's Court for acceptance.**
- 3. Following acceptance by the Commissioner's Court we will provide the Williamson County Road Bond Program with fund transfer instructions for the Participation Fee.**
- 4. Upon notice of the Participation Fee transfer the Agreement will be prepared and sent to you. The cover documents for the Agreement will include instructions for filing in Williamson County deed records.**

These actions will complete the county's participation in the RHCP for the referenced project/tract. When we receive confirmation of filing, this office will subsequently prepare and mail a participation certificate to you. Although the certificate is not an official document, it may be posted at the project site as notification of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,

Gary D. Boyd
Environmental Program Coordinator
Williamson County Conservation Foundation

cc: Lisa Birkman, Williamson County Commissioner, Pct. 1 (by email)
Mike Weaver, Prime Strategies (by email)
Joe England, Williamson County (by email)

~~~~~  
Agreed as to both form and substance:

For the Williamson County Road Bond Program:

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

Title: \_\_\_\_\_

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



Community Room Rentals  
Commissioners Court - Regular Session

Date: 06/09/2009  
Submitted By: Mary Clark, Commissioner Pct. #1  
Submitted For: Mary Clark  
Department: Commissioner Pct. #1  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

Discuss and consider extending the implementation of the Williamson County Room Rental Policies and Procedures to Oct. 1, 2009.

Background

On March 10, 2009 Mary Clark gave a presentation to the court regarding the rental of meeting rooms in county owned buildings. Some proposed rules and regulations as well as a consent form and fee schedule including a list of rooms available for rent were reviewed. After comments from the commissioners we have implemented some minor changes, including removing the conference room from the Cedar Park Annex as well as the conference room in the Taylor Annex from the list of rooms available to the public for use. The fee schedule was also adjusted as the court was not in favor of adding any new personnel in the FY 2010 budget to accommodate use after normal county business hours. This item was presented again to the court on April 7, 2009. The court approved the changes and recommended implementation by June 15th, with a 6 month evaluation by the court. We are asking that the implementation of the procedures be delayed until Oct. of 2009. We would like to look at getting a software program that would be efficient for our needs. Currently the Parks and Rec. Department is using "CLASS" software for booking of county parks, softball fields, tennis courts and soccer fields. We have had several meetings with the committee as well as with the IT department and feel it would be in the best interest to look at all the options available and also have sufficient time for training the individuals that would be responsible for booking the rooms. We are also looking at different options for providing security to the buildings during after hour meetings.

---

Fiscal Impact

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

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Attachments

Link: [Memo from Alison](#)

Link: [Consent Form](#)

Link: [Rules and Regs](#)

Link: [Fee Schedule](#)

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Form Routing/Status

Form Started By: Mary Clark      Started On: 06/02/2009 03:36  
PM

Final Approval Date: 06/04/2009

---

**From:** Alison Whetston  
**Sent:** Tue 6/2/2009 4:47 PM  
**To:** Lisa Birkman; Mary Clark  
**Cc:** Julie Kiley  
**Subject:** Action Items - May 27th "Community Room Rental Policy update" Meeting

Commissioner Birkman & Mary,

May 27<sup>th</sup> "Community Room Rental Policy update" Meeting

Action Items

- June 8th Agenda item for Commissioner's Court Update
- High level Project Plan
- IT requirement List (Including CLASS software functionality)

Inky has completed set-up in Class (test/training system) and IT can be ready as soon as required. After talking with Mary today, it is my understanding we may be looking at a different software solution. Do you want to put the IT tasks on hold until we receive final software requirements?

Thanks,  
Alison

---

## 1. High-level Project Plan, (requires further input)

| Functional Areas                         | Tasks                                                                | Notes                                                                                                                                | Dates    | O  |
|------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------|----|
| Resource for After Hours Room Monitoring | Determine method for resolving resource for after hours room monitor | Alternatives:<br>- RFP Process<br>- State List or Buy Board<br>- Under 25K annually for commodity code?<br>- Hire part-time <20 week |          | P  |
| Class Software                           | Setup and configure test system                                      | * See Class Requirements                                                                                                             | Complete | In |
|                                          | Review and sign off Test configuration                               |                                                                                                                                      |          | Al |
|                                          | Set-up Class configuration in Production                             |                                                                                                                                      | 1-Aug    | In |
| Misc.                                    | Confirm personal resources for scheduling and managing meeting rooms |                                                                                                                                      |          | M  |

|                                  |                                                                                                                   |                                                                   |                 |    |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------|----|
|                                  | Assign Main Phone Number                                                                                          |                                                                   | 1-Aug           | Bi |
|                                  | Assign general email                                                                                              |                                                                   | 1-Aug           | Je |
|                                  | Order Class Software                                                                                              | Budget??                                                          | 1-Aug           | M  |
|                                  |                                                                                                                   |                                                                   |                 |    |
| <b>Payments</b>                  | Define Credit Card Process                                                                                        | Based on process definition there may be more IT set-up required. |                 | Ju |
|                                  | Define Cash Check Process                                                                                         |                                                                   |                 | Ju |
|                                  | Receipt Process                                                                                                   |                                                                   |                 | Ju |
|                                  | Room Confirmation Process                                                                                         |                                                                   |                 | Ju |
|                                  | Define Return Deposit Process                                                                                     |                                                                   |                 | Ju |
|                                  | Create a process where at set times refunds are processed and sent to whoever creates checks or refunds CC's etc. |                                                                   |                 | Ju |
| <b>Web-Site Requirements</b>     |                                                                                                                   |                                                                   |                 |    |
|                                  | Images with brief description of Facilitates in .dotnetnuke                                                       |                                                                   |                 | Da |
|                                  | Calendar                                                                                                          |                                                                   |                 | Da |
|                                  | Fee Schedule                                                                                                      |                                                                   |                 | In |
|                                  | PDF -Williamson County Community Room Usage Consent                                                               |                                                                   |                 | In |
|                                  | PDF - Rules and Regulation                                                                                        |                                                                   |                 | In |
|                                  | On-Line Form submission                                                                                           |                                                                   |                 | D  |
|                                  | Create Artwork and Verbiage for homepage announcements                                                            |                                                                   |                 | Da |
| <b>SharePoint Calendar Views</b> | Define SharePoint Calendar Process                                                                                |                                                                   | Mid Sept. 1hour | In |
|                                  | Set-up user accounts                                                                                              |                                                                   |                 | In |
|                                  |                                                                                                                   |                                                                   |                 |    |
| <b>Training</b>                  | Train Room Managers on software and processes                                                                     |                                                                   |                 | In |
|                                  | Go Live                                                                                                           |                                                                   | 1-Oct           | Pr |
|                                  |                                                                                                                   |                                                                   |                 |    |

## 2. IT Functional Requirements

| Req # | Requirement Description | Mandatory or Nice To Have |
|-------|-------------------------|---------------------------|
| 1     | On-line Room Calendar   | Mandatory                 |

|   |                                          |              |
|---|------------------------------------------|--------------|
| 2 | Provide electronic receipt               | Mandatory    |
| 3 | Customer notification for deposit return | Mandatory    |
| 5 | Work flow notification for room manager  | Nice to Have |

### 3. Class Set-Up

#### **Set up Under System Maintenance:**

Users

Terminals

User Groups if necessary

Decide which users can do what in the system and who can process refunds etc.

#### **Set up Under Facility Maintenance:**

##### **Booking Tab:**

Forms (reminder check boxes)

Functions

Rental Extra Fees (extra personnel after hours)

##### **Facility Tab:**

Complexes

Facility Types

Facilities

Facility Fees

Attach each fee to open times they are allowed to be used for each facility

Booking Time Units (if necessary)

##### **Other Tab:**

GL Codes: Animal Shelter 01.0545.0000.362200

All Other 01.0100.0000.362200

##### **Rentals Tab:**

Change Rental Contracts / Permits to General County Name? or leave as Parks?

Create as needed reminders/ticklers to remind staff to add Security Deposit, extra staff.



## Williamson County Community Room Usage Consent Form

(See attached list for details on rooms and locations)

- Central Maintenance Facility - URS training & conference room
- Animal Shelter - Community Room
- Williamson County Community Center - Hutto
- Round Rock Annex – Community Room & conference room

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

### KEYS OR ACCESS TO THE BUILDING

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

### JANITORIAL ISSUES

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

### EMERGENCIES

When in doubt call 911 for any medical emergency.

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

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

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

**7 AM – 5 PM Monday – Friday**

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

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

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

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

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

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

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

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

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





## Williamson County Room Rental Rules and Regulations

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

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

### **General Rules of Room Usage**

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

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

**Miscellaneous Restrictions**

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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



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

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

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

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

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

- 
- **Williamson County J.B & Hallie Jester Building - Community Room**
    - o **1801 E. Old Settlers Blvd., Round Rock, TX 78664**
      - Size 54' x 54'
      - Warming kitchen
      - Capacity: 200 (Assembly Style)
    - Half Room with or without warming kitchen
      - Size 54' x 29'
      - Capacity 100
- 

### FEE SCHEDULE

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

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

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

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

Award contract to KAHickman Architects and Interior Designers  
Commissioners Court - Regular Session

Date: 06/09/2009  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Patrick Strittmatter  
Department: Purchasing  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding contract to KAHickman Architects and Interior Designers for Architectural Services for Design of Renovations to the Williamson County Tax Assessor/Collector Offices, RFQ# 09WCRFQ906.

Background

Fiscal Impact

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

Attachments

Link: [RFQ Evaluation](#)

Link: [Presentation/Interview Evaluations](#)

Link: [KAHickman RFQ Submittal](#)

Link: [RFQ Submittal List](#)

Link: [Vendor Signed PSA](#)

Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 06/03/2009 09:05 AM

Final Approval Date: 06/04/2009

**RFQ EVALUATIONS:****Architectural Services for Design of Renovations  
to the Tax Assessor/Collector Offices**

4/17/2009

| <b>Firms to Provide Presentation/Interviews</b> | <b># of Evaluators that ranked firm on their shortlist for Presentation/Interviews</b> |
|-------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Moman Architects</b>                         | 5 out of 5                                                                             |
| <b>Moman/Parshall Joint Venture</b>             | 5 out of 5                                                                             |
| <b>KA Hickman (KAH)</b>                         | 4 out of 5                                                                             |
| <b>Spencer Godfrey Architects</b>               | 3 out of 5                                                                             |
| <b>Studio 8 Architects</b>                      | 2 out of 5                                                                             |
|                                                 |                                                                                        |

There were a total of 5 RFQ Submittal Evaluators: Patrick Strittmatter, Jonathan Harris, Joe Latteo, Deborah Hunt, and Joe Pondrom. Each evaluator created a shortlist of firms they determined should be brought back for Presentation/Interviews. The firms listed are those that made the evaluator lists the most. All other firms made only 1 evaluator list, if any at all.

All listed firms have been contacted and invited for a Presentation/Interview on May 7, 2009 at the Tax Office. Presentation/Interviews will ultimately determine the evaluators' chosen firm.



**FINAL RANKINGS: Architectural Services for Design of Renovation to the Williamson County Tax Assessor/Collector Offices, RFQ NUMBER: 09WCRFQ906**

5/7/2009

INTERVIEWED FIRMS

| <b>EVALUATORS</b>           | <b>Spencer Godfrey</b> | <b>Moman/Parshall</b> | <b>Studio 8</b> | <b>KA Hickman</b> |
|-----------------------------|------------------------|-----------------------|-----------------|-------------------|
| <b>Jonathan Harris</b>      | 3                      | 5                     | 2               | 1                 |
| <b>Purchasing</b>           |                        |                       |                 |                   |
| <b>Patrick Strittmatter</b> | 3                      | 5                     | 2               | 1                 |
| <b>Purchasing</b>           |                        |                       |                 |                   |
| <b>Joe Latteo</b>           | 3                      | 5                     | 2               | 1                 |
| <b>Facilities</b>           |                        |                       |                 |                   |
| <b>Deborah Hunt</b>         | 2                      | 5                     | 3               | 1                 |
| <b>Tax Office</b>           |                        |                       |                 |                   |
| <b>Joe Pondrom</b>          | 4                      | 5                     | 2               | 1                 |
| <b>Tax Office</b>           |                        |                       |                 |                   |
| <b>Total Pts:</b>           | <b>15</b>              | <b>25</b>             | <b>11</b>       | <b>5</b>          |
| <b># of Evaluators:</b>     | <b>5</b>               | <b>5</b>              | <b>5</b>        | <b>5</b>          |
| <b>Avg. Place:</b>          | <b>3</b>               | <b>5</b>              | <b>2.2</b>      | <b>1</b>          |
| <b>Place:</b>               | <b>3rd</b>             | <b>5th</b>            | <b>2nd</b>      | <b>1st</b>        |

Each evaluator was asked to rank the final 5 interviewing firms in order: 1st, 2nd, 3rd, 4th, and 5th. 1st place is worth 1 point, 2nd place is 2 points, 3rd place is 3 points, 4th place is 4 points, etc. Adding up the total places for each firm equals the firm's total points. The total points for each firm are divided by the number of ranking evaluators which creates an average place. The lower the average place, the better the final place.

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| 4th   |

h place.

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**Contact Accessibility**

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**Present Workload**

**Timeline**

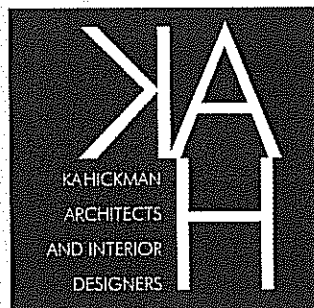
**Representative Projects**

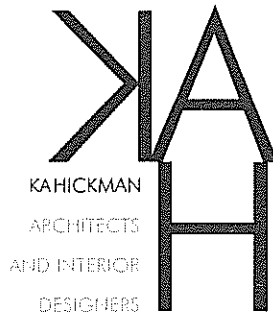
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April 8, 2009

Williamson County Purchasing Department  
ATTN: Jonathan Harris  
Williamson County Inner Loop Annex  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626

RE: RFQ No. 09WCRFQ906 Tax Assessor/Collector Offices Design Services

Dear Mr. Harris and members of the Selection Committee:

KAHickman Architects and Interior Designers is pleased to submit our qualifications for review by Williamson County in regard to the Georgetown Tax Assessor/Collector Offices Design project. KAHickman gives one outcome ---- buildings that inspire and bring people together!

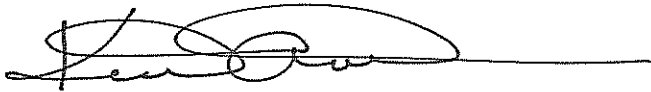
We are excited about the opportunity to help you create a facility that will meet the growing needs of the community while reflecting its distinctive personality and the charm of Main Street.

- First and foremost, KAHickman Architects and Interior Designers is a design firm whose entire practice focuses on capturing the design vision and needs of our client. As experts, we tune into the details and provide quality, personal services resulting in an aspiring and functional facility.
- Since 1983, KAHickman has established a proven record of design excellence, technical proficiency, and exceptional dependability.
- In addition to our municipal expertise, we have expansive experience in communities similar in size to Georgetown and consistently reflect the personality of that community. With our offices grounded in Round Rock, we are mere minutes from the Georgetown site and will bring the aggregated learning from these experiences to create a smooth and successful project.

- Perhaps most importantly, KAHickman Architects and Interior Designers remains in constant pursuit of what makes an inspiring building. We forge ahead through research, design studies, teaching, writing, and staying connected to industry leaders. You will see examples of this leadership in the following pages.

We expect this project to attract a great deal of interest. KAHickman Architects and Interior Designers holds the experience and looks forward to leading Williamson County and the City of Georgetown through the process of creating a truly inspiring, yet functional facility for the community.

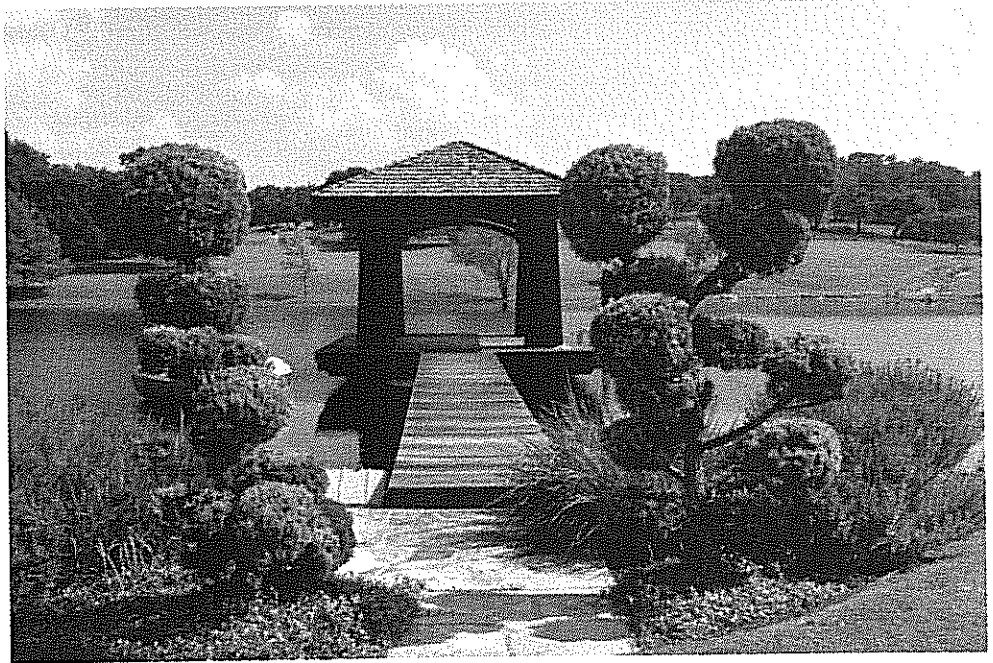
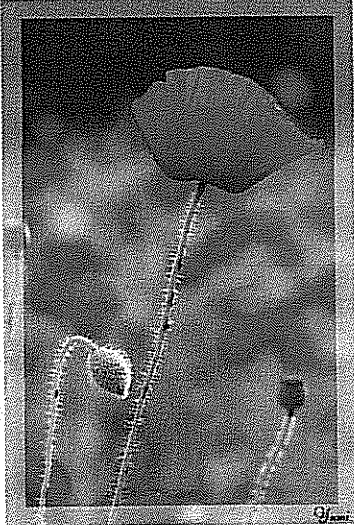
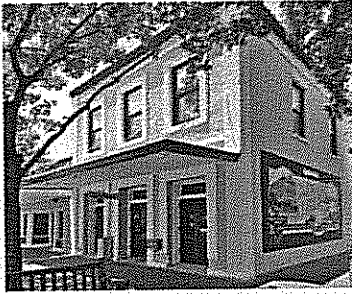
Sincerely,

A handwritten signature in black ink, appearing to read 'Keith A. Hickman', followed by a horizontal line.

Keith A. Hickman, AIA, REFP, LEED AP, RID  
Principal



## Consideration Item (1): Work Completed Locally



Our team has been hand chosen to meet the specific needs of the Williamson County Tax Assessor/Collector Offices project. Professional expertise, distinctive Georgetown familiarity and personal connection to the community highlight just a few of the team's characteristics.

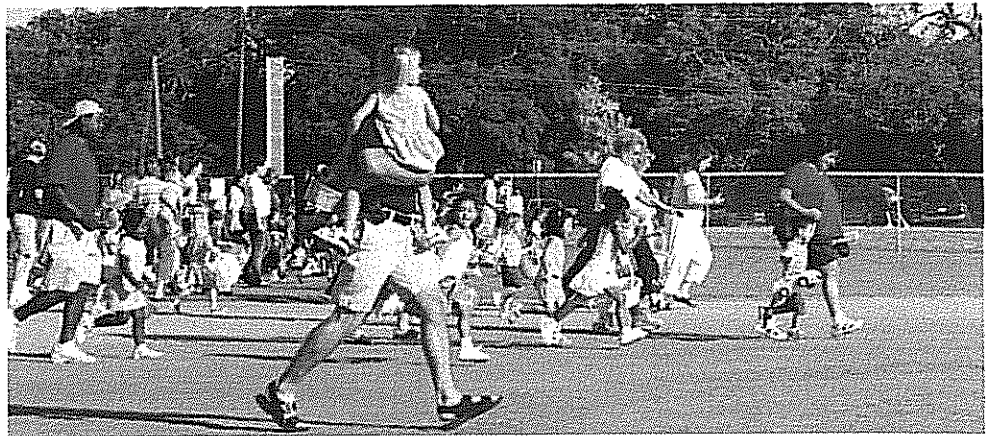
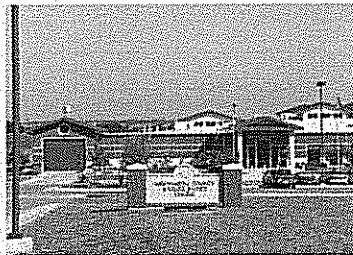
**Every aspect of the project will be accomplished by staff presently residing in Williamson County.**





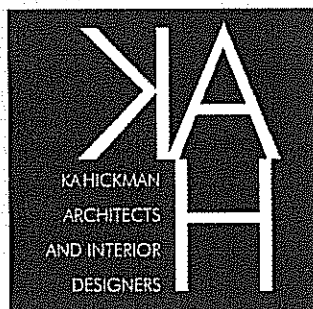


## Consideration Item (2): Georgetown Familiarity



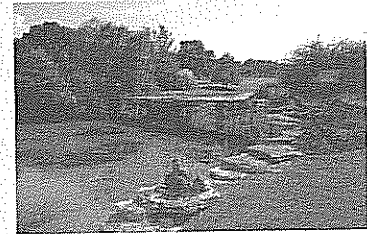
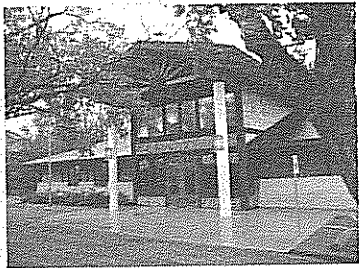
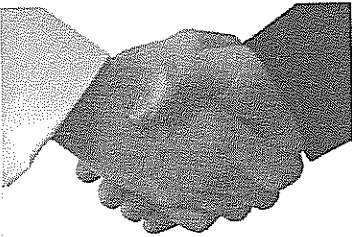
The City of Georgetown has its own personality, its own unique characteristics, and its own individual set of needs and concerns. Demonstrated in KAH projects such as the Williamson County Juvenile Justice Facility and the renovations of Bluebonnet Trails MHMR—Georgetown which set KAHickman apart from other firms, familiarity with the distinctive personality traits of the city, its unique characteristics, and its needs and concerns facilitates the design of a building that will inspire now and for years to come.

As the project architect, we focus on specifying locally sourced building materials and products as a sustainable building practice as well as cost saving efforts and preservation of local building traditions. Further, our relationship and knowledge of the contracting environment in Williamson County enables design decisions consistent with the capabilities and expertise of contractors bidding on the project.





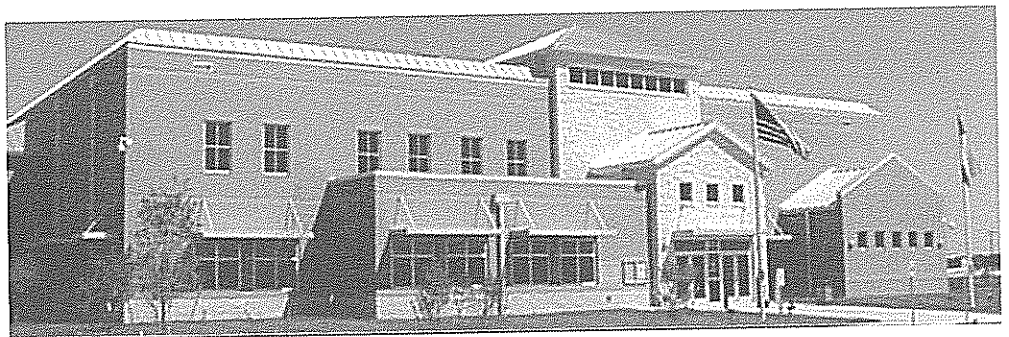
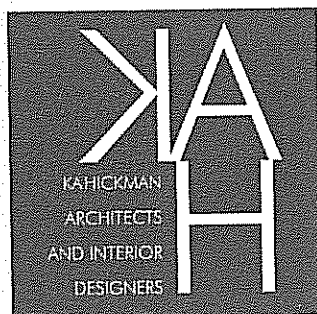
## Consideration Item (3): Accessibility of Primary Contact

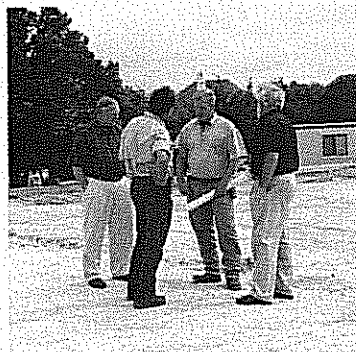
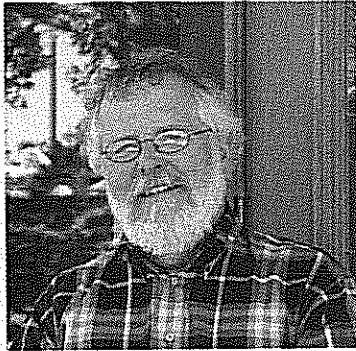


KAHickman Architects and Interior Designers stands committed to our client's success from day one. It is because of continued client success that we maintain a successful practice of approximately 70% repeat services. Our commitment extends through the entire design and construction process and continues even beyond construction completion. Examples of such commitment to client success include active leadership and participation in:

- Design Charettes
- Project Closeout Activities at Substantial Completion of Construction
- Warranty Walk-through 11 months after Construction Completion
- Successful facility operations

As firm Principal and senior architect on the project officing just minutes down the road, Keith A. Hickman dedicates a minimum of 10 hours per week to ensure attention to every detail.

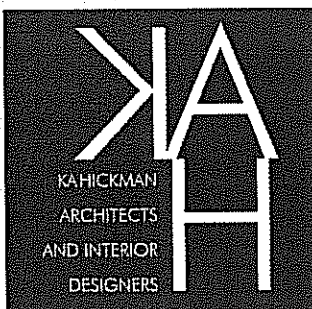




Keith A. Hickman, Principal of KAHickman Architects and Interior Designers, has served the Williamson County community for more than 25 years designing municipal, public safety, education, medical and community projects. He has forged an exceptional reputation for design and thought leadership. The firm has been responsible for projects ranging from small to large additions and renovations to new freestanding complexes. Keith is LEED certified and his Texas Professional License of Architectural number is 09363.

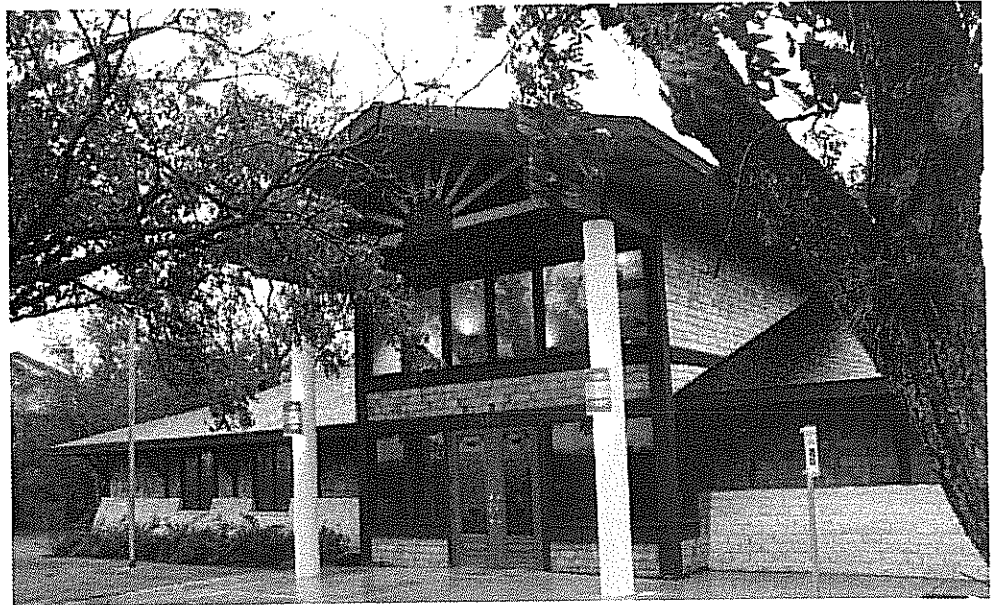
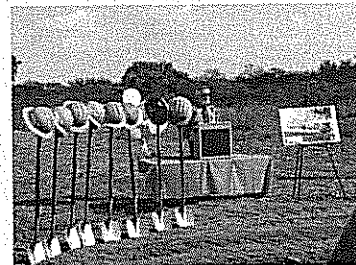
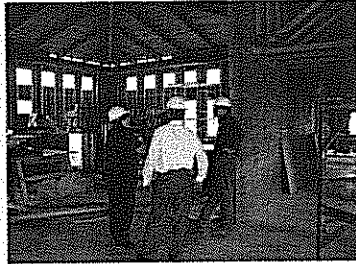
Our consulting team leaders:

- James W. Brown, P.E. with ESA Energy System Associates, Inc.
  - Brian J. Larson, ASLA with Larson Burns & Smith, Inc.
  - Robert Fry, P.E. with Datum Structural Engineers
- are all Texas certified professionals as well.





## Consideration Item (6): Present Workload & Proposed Timeline



Because of our proven project management capabilities, KAHickman Architects and Interior Designers is able to support simultaneous projects at various stages of development. Our approach to scheduling brings the right resources to the project as they are needed. This efficient allocation of personnel allows us to make the best use of efforts while keeping our fees low. Project staffing is led by the Principal with assistance from additional KAH leadership. The table below indicates work in progress at KAH at the present time. The chart on the following page indicates a proposed timeline for the WC Tax Assessor/Collector Offices project.



| PROJECT                            | PHASE                  | COMPLETION DATE |
|------------------------------------|------------------------|-----------------|
| City of Round Rock Business Center | Construction           | April 2010      |
| Forest Creek Medial Center         | Construction           | April 2009      |
| Montgomery Co. ESD                 | Construction Documents | January 2010    |
| TownLake YMCA                      | Schematic Design       | TBD             |
| Cedar Ridge High School            | Construction           | August 2010     |
| Central Kitchen Renovations        | Construction Documents | July 2009       |

| ID | Task Name                                        | Start        | Duration | 2009  | 2010  |
|----|--------------------------------------------------|--------------|----------|-------|-------|
|    |                                                  |              |          | Qtr 1 | Qtr 2 |
| 1  | Williamson County Tax Assessor/Collector Offices | Mon 6/1/09   | 323 days |       |       |
| 2  |                                                  |              |          |       |       |
| 3  | Programming Validation                           | Mon 6/1/09   | 20 days  |       |       |
| 4  | Programming Workshop No. 1                       | Mon 6/1/09   | 10 days  |       |       |
| 5  | Programming Deliverable                          | Mon 6/15/09  | 10 days  |       |       |
| 6  | Schematic Design                                 | Mon 6/29/09  | 35 days  |       |       |
| 7  | Owner/Design Team Workshop                       | Mon 6/29/09  | 5 days   |       |       |
| 8  | Program and Planning Concept Sign-Off            | Mon 7/6/09   | 5 days   |       |       |
| 9  | Owner/Design Team Workshop                       | Mon 7/13/09  | 10 days  |       |       |
| 10 | Consultant Coordination Workshop                 | Mon 7/27/09  | 5 days   |       |       |
| 11 | 100% SD Submittal                                | Mon 8/3/09   | 5 days   |       |       |
| 12 | Owner Review Comments of 100% SD                 | Mon 8/10/09  | 5 days   |       |       |
| 13 | Design Development                               | Mon 8/17/09  | 30 days  |       |       |
| 14 | User Group Meetings                              | Mon 8/17/09  | 5 days   |       |       |
| 15 | Owner/Design Team Workshop                       | Mon 8/24/09  | 5 days   |       |       |
| 16 | Consultant Coordination Workshop                 | Mon 8/31/09  | 5 days   |       |       |
| 17 | Owner/Design Team Workshop                       | Mon 9/7/09   | 5 days   |       |       |
| 18 | Consultant Coordination Workshop                 | Mon 9/14/09  | 5 days   |       |       |
| 19 | 100% DD Submittal                                | Mon 9/21/09  | 1 day    |       |       |
| 20 | Owner Review Comments of 100% DD                 | Tue 9/22/09  | 4 days   |       |       |
| 21 | Construction Documents                           | Mon 9/28/09  | 68 days  |       |       |
| 22 | Owner/Design Team Workshop                       | Mon 9/28/09  | 5 days   |       |       |
| 23 | Consultant Coordination Workshop                 | Mon 10/5/09  | 1 day    |       |       |
| 24 | 25% CD Submittal                                 | Tue 10/6/09  | 5 days   |       |       |
| 25 | Owner Review Comments of 25% CD                  | Tue 10/13/09 | 5 days   |       |       |
| 26 | Owner/Design Team Workshop                       | Tue 10/20/09 | 5 days   |       |       |
| 27 | Consultant Coordination Workshop                 | Tue 10/27/09 | 1 day    |       |       |
| 28 | 50% CD Submittal                                 | Wed 10/28/09 | 5 days   |       |       |
| 29 | Owner Review Comments of 50% CD                  | Wed 11/4/09  | 5 days   |       |       |
| 30 | Owner/Design Team Workshop                       | Wed 11/11/09 | 5 days   |       |       |
| 31 | Consultant Coordination Workshop                 | Wed 11/18/09 | 1 day    |       |       |
| 32 | 75% CD Submittal                                 | Thu 11/19/09 | 5 days   |       |       |
| 33 | Owner Review Comments of 75% CD                  | Thu 11/26/09 | 5 days   |       |       |
| 34 | Owner/Design Team Workshop                       | Thu 12/3/09  | 5 days   |       |       |
| 35 | Consultant Coordination Workshop                 | Thu 12/10/09 | 5 days   |       |       |
| 36 | 100% CD Submittal                                | Thu 12/17/09 | 10 days  |       |       |
| 37 | Bidding and Negotiations                         | Thu 12/31/09 | 30 days  |       |       |
| 38 | Bid Package GMP                                  | Thu 12/31/09 | 20 days  |       |       |
| 39 | Beard Approval of Bid Package GMP                | Thu 1/28/10  | 10 days  |       |       |
| 40 | Construction                                     | Thu 2/11/10  | 120 days |       |       |
| 41 | Project Construction Period                      | Thu 2/11/10  | 120 days |       |       |
| 42 | Move In & Occupancy                              | Thu 7/29/10  | 20 days  |       |       |



**Services Provided:**

- Needs Assessment
- Programming
- Site Planning
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration
- Furnishings Procurement

**Project Data:**

- Size: 112,000sf
- Cost: \$18,500,000
- Completion Date: June 2003

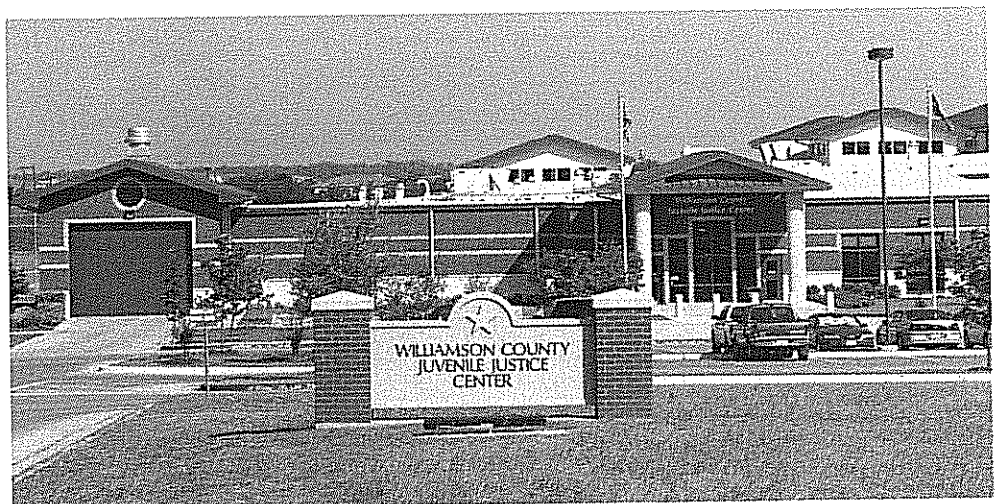
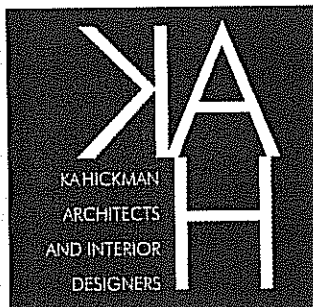
**Contact:**

Charly Skaggs  
Williamson County  
Juvenile Services  
512.943.3216

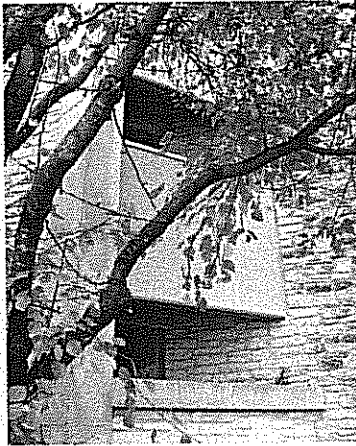
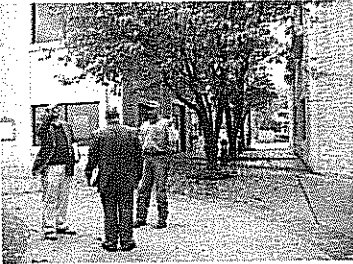
**WILLIAMSON COUNTY JUVENILE JUSTICE FACILITY  
GEORGETOWN, TEXAS**



This 112,000 sf facility was programmed with five to ten year projection numbers, thus providing future expansion. The one story design houses 72 male and 24 female occupants. The secure area of the center mirrors standard incarceration standards while non-secure areas reflect a college dorm environment. Exterior finishes compare to a high school campus design thus giving a non-threatening, aesthetically pleasing exterior.







## CITY OF ROUND ROCK BUSINESS CENTER RENOVATIONS ROUND ROCK, TEXAS



### Services Provided:

- Needs Assessment
- Programming
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

### Project Data:

- Size: 46,000sf
- Cost: \$1,680,000
- Completion Date: 2010

### Contact:

Larry Madsen  
Liaison Construction Manager  
City of Round Rock  
512.218.5552

KAHickman has teamed with the City of Round Rock to provide interior space planning, remodeling, and exterior renovations to two adjacent City owned facilities. Leading a series of programming workshops to collect design information from key stakeholders enables KAH to accurately assess needs and design the remodel in such a way to provide a cohesive physical center for business and administrative operations. Programming and the subsequent design were based on a 10 year build out and a prioritized set of goals and objectives for the future of the City's business needs.





**Services Provided:**

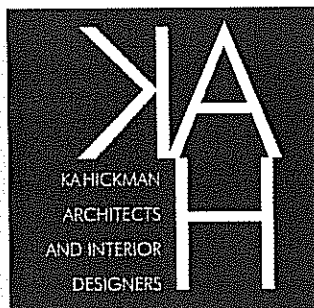
- Needs Assessment
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

**Project Data:**

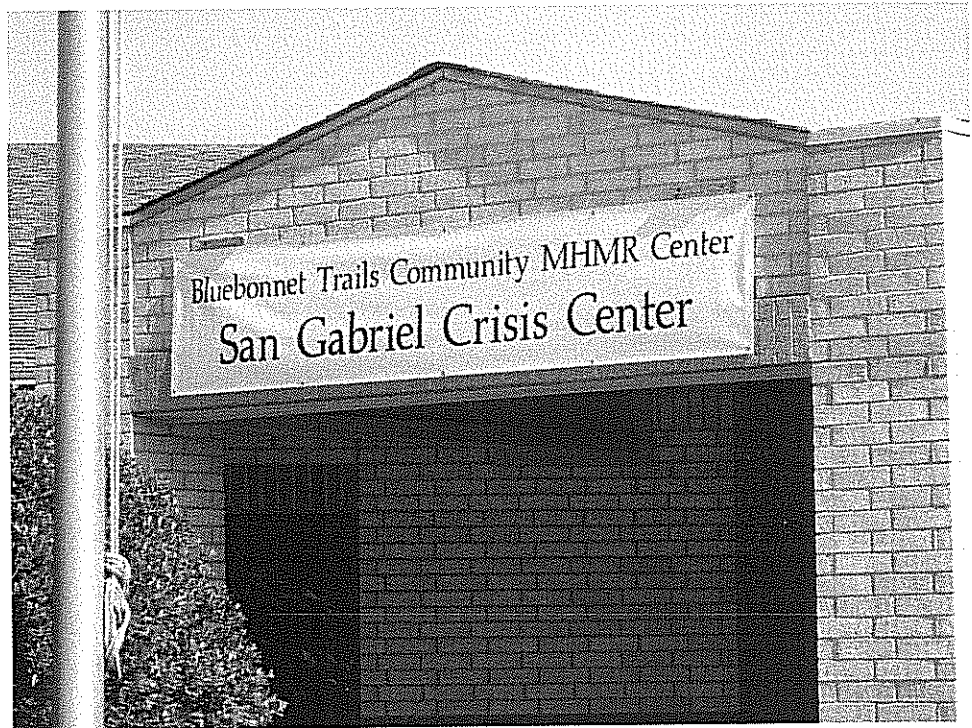
- Size: 18,561sf
- Cost: \$410,000
- Completion Date: Oct 2008

**Contact:**

Andrea Richardson  
Executive Director  
Bluebonnet Trails MHMR  
512.255.1720

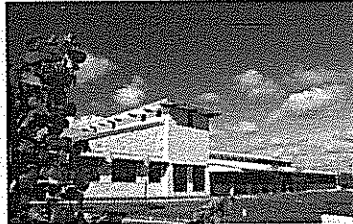
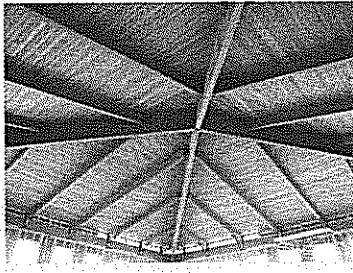


**SAN GABRIEL CRISIS CENTER—Crisis Respite Center  
GEORGETOWN, TEXAS**



Bluebonnet Trails Mental Health Mental Retardation (MHMR) received governmental grant funds in order to make much needed Interior renovations to convert this former Home Health Care Administrative facility to a crisis center. The facility is a ten (10) bed center giving twenty-four hour respite care.

This fast-tracked project primarily involved cosmetic improvements such as paint, flooring, and updated lighting.



**Services Provided:**

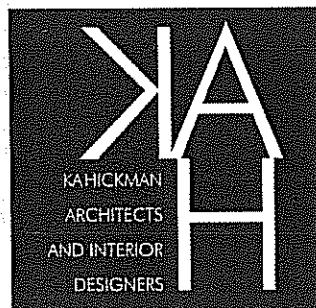
- Needs Assessment
- Site Master Planning
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

**Project Data:**

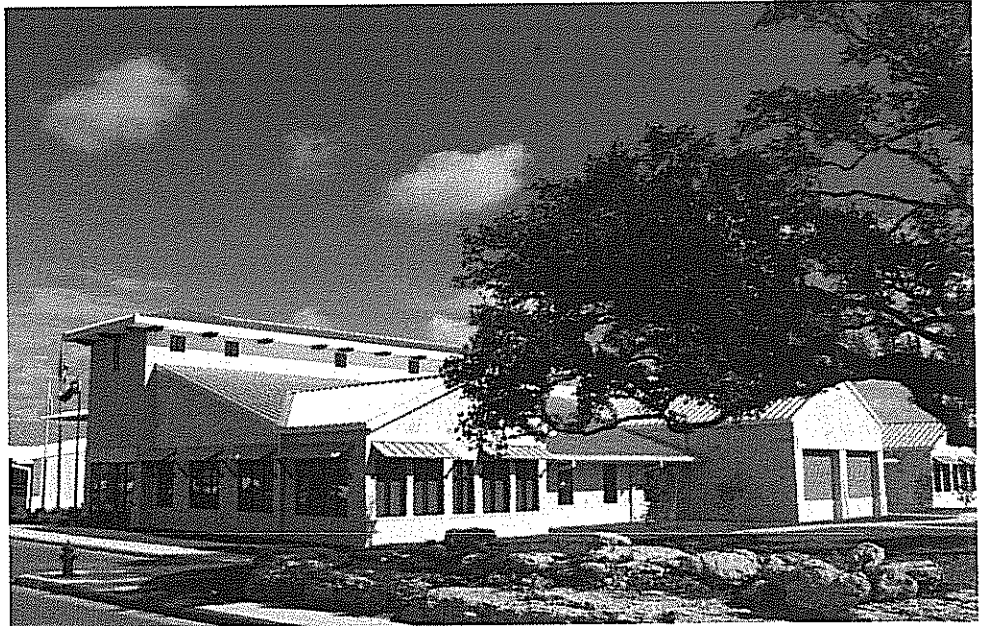
- Size: 48,600sf
- Cost: \$7,500,000
- Completion Date: Dec 2002

**Contact:**

Andrea Richardson  
Executive Director  
Bluebonnet Trails MHMR  
512.255.1720



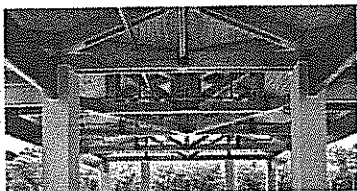
**BLUEBONNET TRAILS MHMR  
ROUND ROCK, TEXAS**



The Bluebonnet Trails Mental Health and Mental Retardation Center (MHMR) is a county facility that services an eight county region. Located on a 13.7 acre site adjacent to Brushy Creek, the Center presents an attractive environment. Prior to design, many issues were address and coordinated for smooth success with local and state entities, including a 100 year flood plain, antiquities located on site, wetlands, and regional wastewater systems.

The Owner desired a "Texas" theme along with an inviting mood throughout the building. Native materials such as cut limestone, base, stone veneer, stucco, and exposed wood trusses provides the Lone Star feeling.





**Services Provided:**

- Master Planning
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

**Project Data:**

- Size: 18,215sf
- Cost: \$3,640,000
- Completion Date: Feb 2008

**Contact:**

Andrea Richardson  
Executive Director  
Bluebonnet Trails MHMR  
512.255.1720

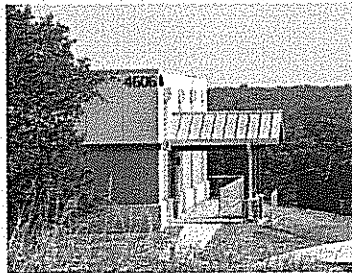
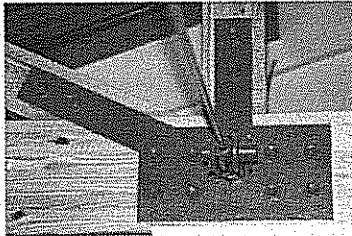
**BLUEBONNET TRAILS MHMR  
BASTROP, TEXAS**



Our second facility for Bluebonnet Trails MHMR is similar in design to the headquarters in Round Rock, also designed by KAHickman Architects and Interior Designers. This facility includes an early childhood area, offices, meeting rooms, treatment areas, and a club room in order to serve consolidated facilities in one complex.

Utilizing a flexible layout and a single story design, the facility is finished with a limestone and EIFS exterior to blend with the environment. Due to an extremely sloped site, the structure has been designed with a suspended slab in order to keep site impact to a minimum. Site improvements and landscape are left in a natural appearance.





**Services Provided:**

- Master Planning
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

**Project Data:**

- Size: 15,000sf
- Cost: \$3,160,000
- Completion Date: Feb 2008

**Contact:**

Andrea Richardson  
Executive Director  
Bluebonnet Trails MHMR  
512.255.1720

**BLUEBONNET TRAILS MHMR  
MARBLE FALLS, TEXAS**



Our third facility for Bluebonnet Trails Mental Health and Mental Retardation also mirrors the headquarters designed by KA Hickman Architects and Interior Designers. After many stakeholder meetings to determine needs and priorities, the facility includes early childhood, offices, meeting rooms, treatment areas, and a club room.

The exterior sports a limestone and EIFS finish, blending naturally with the environment. The rocky, sloped site is also left in its natural state to capture the beauty that only the Texas Hill Country offers.





**Services Provided:**

- Needs Assessment
- Programming
- Schematic Design
- Design Development
- Construction Documents
- CM-at-Risk Administration
- Construction Administration

**Project Data:**

- Size: 22,000sf
- Cost: \$3,000,000
- Completion Date: 2008

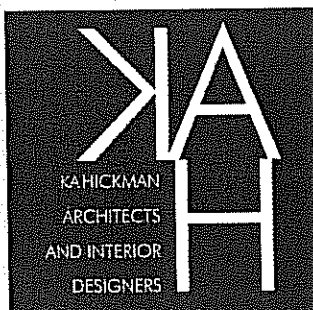
**Contact:**

Dr. Tom Norris  
Executive Director  
Region 12 Education Service  
Center  
254.297.1212

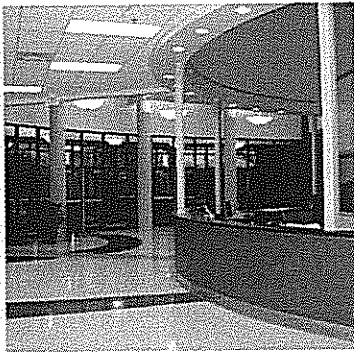
**REGION 12 EDUCATION SERVICE CENTER  
ADDITIONS AND RENOVATIONS  
WACO, TEXAS**



A much needed expansion for the area Education Service Center adds 22,000 square feet to their current facility, including a new main entrance. Paramount to the facility is the addition of eight meeting rooms which ease the need to hold conferences and training sessions offsite. Four of the rooms are connected by folding partitions, allowing for one large room to accommodate up to 400 participants. In addition to the building expansion, a new parking lot has been added behind the service center to adequately serve the public.







**Services Provided:**

- Needs Assessment
- Programming
- Master Planning
- Schematic Design
- Design Development
- Construction Documents
- CM-at-Risk
- Construction Administration

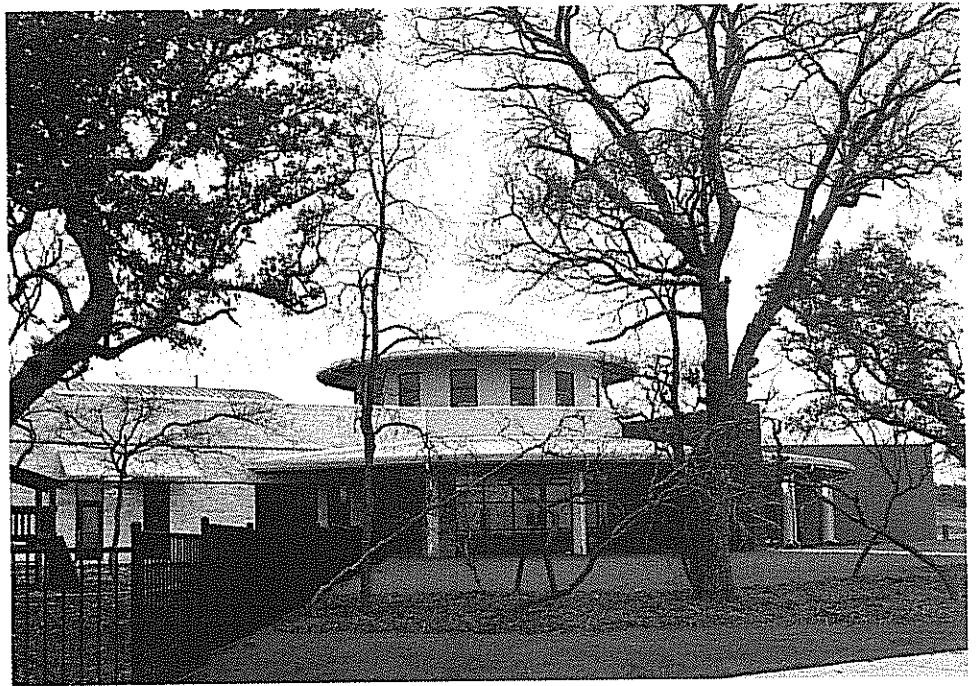
**Project Data:**

- Size: 35,000 sf
- Cost: \$5,125,000
- Completion Date: 2005

**Contact:**

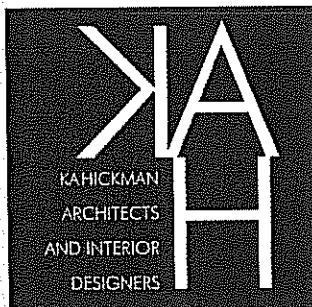
Jeff Andresen  
President/CEO  
YMCA of  
Greater Williamson County  
512.246.9622

YMCA of GREATER WILLIAMSON COUNTY  
TWIN LAKES FAMILY YMCA  
CEDAR PARK, TEXAS

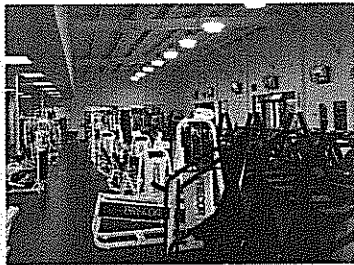


The first phase of construction for this multi-purpose facility consists of a 35,000 sf main building utilizing tilt-wall, structural steel and masonry.

The bright, airy, and open multi-use building houses a gymnasium, aerobics room, multi-purpose room, wellness center, meeting room, childcare areas, locker facilities, administrative offices, and other support functions. The design features dynamic, curving shapes, bright colors and ample natural light.



The greatest challenge to this project revealed itself in a rectangular city block shaped lot that was not conducive to a park like setting. Creative design and great attention to detail resulted in a happy owner and a pleasing site.



**Services Provided:**

- Schematic Design
- Design Development
- Construction Documents
- Bidding
- Construction Administration

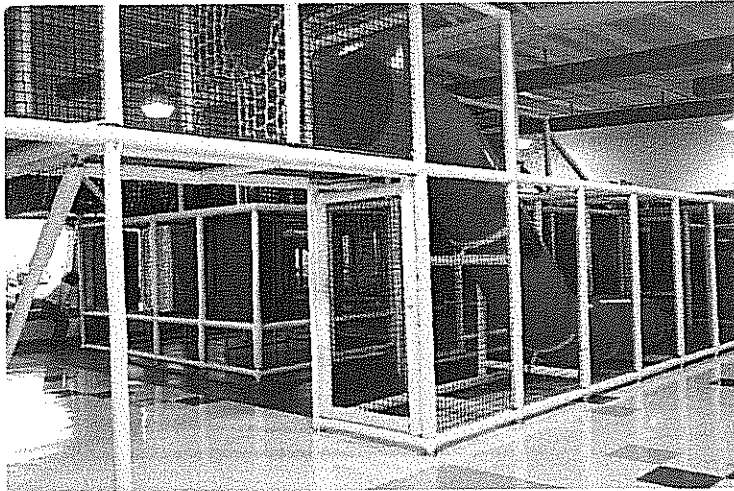
**Project Data:**

- Size: 26,125 sf
- Cost: \$6,178,000
- Completion Date: 2009

**Contact:**

Jeff Andresen  
President/CEO  
YMCA of  
Greater Williamson County  
512.246.9622

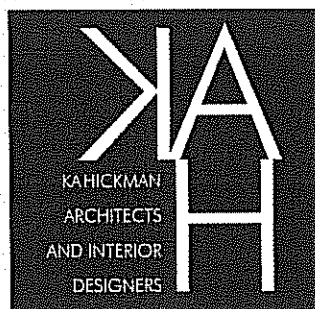
**YMCA of GREATER WILLIAMSON COUNTY  
NATATORIUM/GYMNASIUM  
ROUND ROCK, TEXAS**



Working with the City of Round Rock, the YMCA and city leaders develop the Natatorium/Gymnasium phase of development. The design incorporates a 25 yard, 8 lane indoor competitive pool with viewing bleachers. Adjacent is a fun pool with lazy river, 85 foot long slide, swirling vortex and splash down. In collaboration with a local hospital, the design also includes a 325 sf warm water therapy pool.

Adjacent to the natatorium will be a 7500 sf gymnasium. Designed to accommodate full court UIL basketball and two full regulation volleyball courts with eight large windows to allow natural light and a visual connection to the natatorium.

Phased design and construction make the project possible. Multiple contractors manage various phases with great attention to detail and oversight by KAHickman as the project architect in charge.





**Keith A. Hickman, AIA, REFP, LEED AP, RID**

**Principal-in-Charge and Project Team Leader**

As Owner and Principal of KAHickman Architects and Interior Designers, Mr. Hickman's personal involvement and attention to detail has established a 25 year proven record of design excellence, technical expertise, and dependable quality. His expertise and project diversity has given Mr. Hickman the unique ability to challenge existing paradigms in order to develop creative and innovative solutions while maintaining historical integrity, thus consistently designing buildings that inspire. (See full resume for details)



**Lacey Hickman-Lewis, LEED AP**

**Project Designer**

After graduating from Baylor University as an Interior Design major in 2006 and earning her LEED AP certification in 2007, Ms. Hickman-Lewis 'cut her teeth' in the industry with another local firm gaining experience in product knowledge, specification, and drafting techniques. Coming to KAHickman in 2008, she continues to build on this expertise using color, patterns, unique materials, distinctive lighting and plumbing fixtures in unusual and creative ways to design a one-of-a-kind space. Project expertise includes the City Round Rock Business Center, YMCA of Greater Williamson County, and Dogadillo & Fab'rik in the Hill Country Galleria. (See full resume for details)

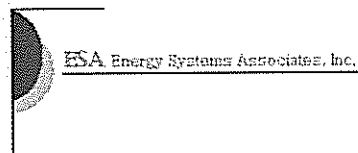




**Robert Fry, P.E.**

**Senior Vice President, Datum Engineers, Inc.**

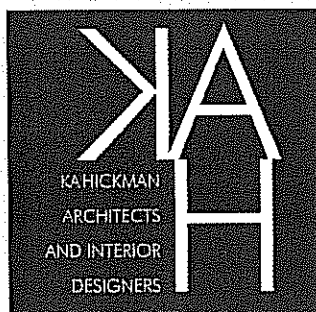
Mr. Fry was named Senior Vice President of Datum engineers in 1988 in recognition of his leadership role with the Austin office. With more than 26 years of structural engineering and project management experience, he managed projects spanning a broad spectrum of building and structure types, including the Georgetown Library, Bluebonnet Trails MHMR—Round Rock, Chandler Creek Office/Warehouse Building—Round Rock, and the ACC New Round Rock Campus. Mr. Fry will serve as the Principal in Charge of the structural engineering design and will play an active role in the planning, innovation, agency relations, and quality control of this project. (See full resume for details)

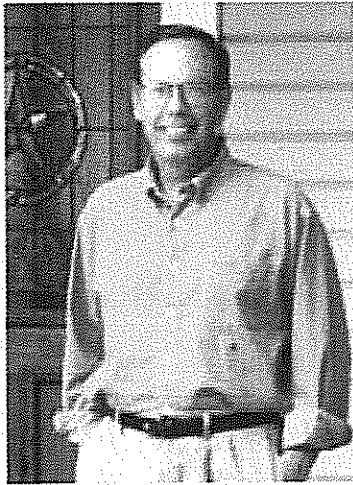


**James W. Brown, P.E.**

**President, ESA Energy System Associates, Inc.**

Mr. Brown has served as President of ESA Energy System Associates, Inc. since 1982. As a graduate of the University of Texas with post graduate study at HVAC Systems and Design, and with 34 years of experience in Energy Management Engineering and Consulting, Mr. Brown demonstrates a wide range of MEP systems design. His expertise includes all types of HVAC, Controls, and Electrical and Security Systems and extends from design to energy analysis, indoor air quality, thermal imaging, master planning and systems commissioning. (See full resume for details)





**Brian J. Larson, ASLA**

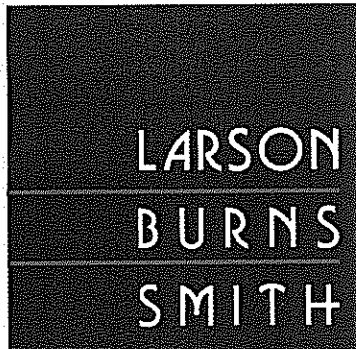
**Principal, Larson Burns & Smith, Inc.**

Recognized member of the Tau Sigma Delta, Honor Society in Architecture and Allied Arts, Mr. Larson is the founding member of Larson Burns & Smith, Inc. Prior to forming the company, Mr. Larson was involved in a wide range of award winning park projects throughout the county.

Example projects include:

- Waterford Center — Austin, Texas
- IBM — Austin, Texas
- Lakewood Country Club — Dallas, Texas

(See full resume for details)

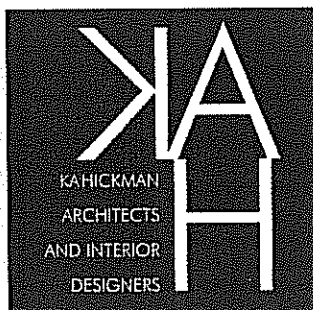


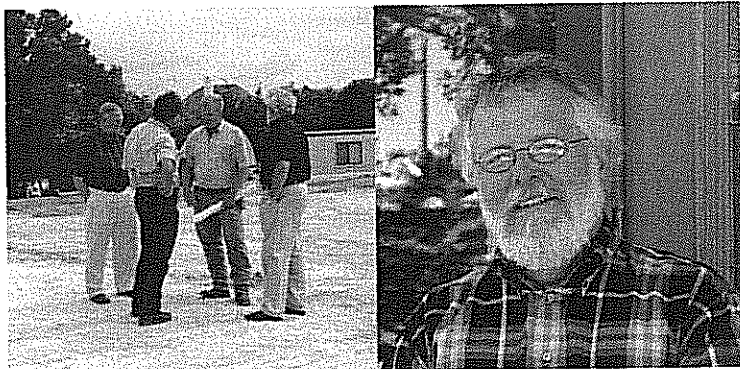
**Jeffrey Clifford, ASLA**

**Landscape Architect, Larson Burns & Smith, Inc.**

Mr. Clifford's active role at Larson Burns & Smith comprise of project design, construction document production and construction observation. Work includes all aspects of landscape architecture, hardscape design and site planning. Example projects include:

- Williamson County Regional Park — Cedar Park, Texas
- Twin Lakes Park — Cedar Park, Texas
- Austin ISD Playscapes — Austin, Texas





## RESUME

Keith A. Hickman, A.I.A., LEED AP, REFP, I.D.  
Principal/Project Architect

Mr. Hickman serves as Project Management and Design Principal for KAHickman. His experience in project design and programming began in 1981. Keith has been associated with KAHickman (formerly OPUS 3, Architects & Planners) since its inception in 1983. During this tenure Keith has worked with various private and public institutions as Project Manager for both architectural and construction administration services. Mr. Hickman is a graduate of Texas Tech University with a Bachelor of Architecture and is a Registered Architect in the State of Texas.

His experience includes programming and needs assessments, master planning, land planning and interior design. Keith has a diverse background in building types including public and municipal buildings, educational facilities, medical, and religious complexes. This broad range of experience encompasses new multi-million dollar free standing projects and phased projects that allow the Owner to still utilize the building while renovations and/or additions are taking place.

As Principal of KAHickman Architects and Interior Designers, Keith has provided leadership throughout the community for many years. The following are but an example of his many personal and professional recognitions:

2004-2005 Lifetime Achievement Award  
Round Rock Chamber of Commerce

2003 and 2004 Chairman's Circle Award  
YMCA of Greater Williamson County

2001 Business Partner of the Year  
Round Rock ISD Partners in Education

2000 Shining Star Award  
Round Rock Rotary Club

1999 Chairman's Award  
Round Rock Chamber of Commerce and City of Round Rock

## RECENT EXPERIENCE

Town Lake Facility  
Austin YMCA  
Assessment and Master Planning  
Austin, Texas

Round Rock  
Independent School District  
Cedar Ridge High School  
Round Rock, Texas

City of Round Rock  
Business Center  
Round Rock, Texas

YMCA of  
Greater Williamson County  
A New Natatorium  
Round Rock, Texas

Bluebonnet Trails MHMR  
A New Facility  
Bastrop, Texas

Bluebonnet Trails MHMR  
A New Facility  
Marble Falls, Texas

Region 12  
Education Service Center  
Additions and Renovations  
Waco, Texas

City of Round Rock  
Fire Station #7  
Round Rock, Texas

Round Rock Area  
Serving Center  
A New Facility  
Round Rock, Texas

City of Round Rock  
Fire Station #6  
Round Rock, Texas

Travis County  
Emergency Services District #6  
Fire Station #5  
Austin, Texas

YMCA of  
Greater Williamson County  
Twin Lakes Facility  
Cedar Park, Texas







## RESUME

Lacey N. Hickman, LEED AP, Associate IIDA  
Project Designer  
KAHickman Architects and Interior Designers

Ms. Hickman recently brought her excellent color sense, creative space planning solutions and artistic presentations to KAHickman Architects. Having recently worked for a local interior design firm, Lacey gained experience in product knowledge, specification and drafting techniques. She has developed expertise in field measuring, finish selection, client service and interpersonal skills.

A 2006 graduate of Baylor University, with a Bachelor of Science in Family Consumer Science (majoring in Interior Design), Lacey was the recipient of The Entrepreneur Award during her Senior year.

At KAHickman, Lacey is responsible for project design, interior design, furniture selections, and color selections, among other duties.

## RECENT EXPERIENCE

YMCA of Greater Williamson County/  
St. David's Hospital  
Round Rock, Texas

Sundance Family Health Center  
Tenant Finish Out  
Round Rock, Texas

Round Rock  
Independent School District  
Grisham Middle School  
Cafeteria Renovations  
Round Rock, Texas

Round Rock  
Independent School District  
Double File Elementary School  
Renovations  
Round Rock, Texas

Round Rock  
Independent School District  
Fern Bluff Elementary School  
Gym Floor Replacement  
Round Rock, Texas

Round Rock  
Independent School District  
Old Town Elementary School  
Gym Floor Replacement  
Round Rock, Texas

Round Rock  
Independent School District  
Gattis Elementary School Renovations  
Round Rock, Texas





## **BRIAN J. LARSON, ASLA**

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Principal - LARSON BURNS & SMITH, INC.

### **Education**

Kansas State University  
Bachelor of Landscape Architecture, 1974

### **Registration**

Landscape Architecture  
Texas and Kansas

### **Professional Affiliation**

American Society of Landscape Architects  
Tau Sigma Delta, Honor Society in Architecture and Allied Arts

### **Teaching Experience**

Visiting Asst. Professor, Texas A&M University, 1990, 1996  
Lecturer, University of Michigan/Flint, 1981-1982

### **Duties and Activities**

Mr. Larson is the founding member of Larson Burns & Smith, Inc. His responsibilities include the entire spectrum of professional services offered by the firm. In addition to the management issues, Mr. Larson plays an active role in the design process of all the projects at Larson Burns & Smith. His work as a designer, teacher and artist lends depth to his designs and constructed projects.

Prior to forming Larson Burns & Smith, Inc., Mr. Larson was involved in a wide variety of award winning park projects throughout the country. During the past 34 years, he has been a key member of design teams with professional firms in Texas, Michigan, Kansas, Iowa and Illinois.

## **BRIAN J. LARSON, ASLA**

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### **Related project experience include:**

#### **LANDSCAPE ARCHITECTURE**

3M Austin Center/Austin, Texas  
Central Intelligence Agency  
Headquarters/Langley, Virginia  
Defense Intelligence Agency/Washington D.C.  
VA Medical Center/Temple, Texas  
Kresge Foundation-Brooke Estate/Troy, Michigan  
Waterford Center/Austin, Texas  
IBM/Austin, Texas  
San Marcos Police Headquarters Bldg.

New Center Commons, General Motors  
Corporation/Detroit, Michigan  
General Motors de Mexico, Engine and Assembly  
Facility/Salttillo  
Sullivan Central/Dallas, Texas  
CenterPort/Fort Worth, Texas  
Lakewood Country Club/Dallas, Texas  
St. Elizabeth Hospital/Beaumont, Texas

## **BRIAN J. LARSON, ASLA**

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Principal - LARSON BURNS & SMITH, INC.

### **PLANNING**

LakeLine Mall/Austin, Texas  
Navy Pier Marina/Chicago, Illinois  
Harris Branch/Austin, Texas  
Columbia Office Park/Dallas, Texas  
Tennessee Technology Corridor/Knoxville, Tennessee

Oriens Park/Austin, Texas  
Senna Hills/Austin, Texas  
Harris Ridge/Austin, Texas  
Rowlett Creek/Allen, Texas

### **URBAN DESIGN**

Fon-du-Lac Downtown Study/Wisconsin  
Wharton Downtown Plan/Texas  
Bastrop Downtown Study/Texas  
Appleton Downtown Study/Wisconsin

Plano Downtown Study/Plano  
Iron River Downtown Study/Michigan  
Racine Downtown Study/Wisconsin  
Ft. Stockton Main Street/Texas  
Burnet Downtown Study/Texas

### **AWARDS**

**Honor Award** - American Society of Landscape Architects (ASLA), Heifer International Headquarters

**Merit Award** - American Society of Landscape Architects (ASLA), Pedestrian Bridge Plaza Design

**Merit Award** - American Society of Landscape Architects (ASLA), Texas A & M Bonfire Memorial Design

**Honor Award** - ASLA, Hartman Dinosaur Garden

**Merit Award** - American Society of Landscape Architects (ASLA), Bryan Federal Prison Master Plan

**Merit Award** - ASLA, Fair Park Redevelopment

**Merit Award** - ASLA, Franconia Notch State Park

**Merit Award** - ASLA, Winrock International Headquarters

**Presidential Design Awards Program**, Fort Custer National Cemetery

**Honor Award** - ASLA, Plano Downtown Conservation Project

**Honor Award** - ASLA, Goodyears Tire and Rubber Co. Riverway Project

**Merit Award** - ASLA, Kresge Foundation

**Merit Award** - ASLA, Veterans Administration National Cemetery

**Merit Award** - ASLA, Iowa Capitol Mall Project



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## Jeffrey Clifford, ASLA

### Landscape Architect

**Education:**

Texas Tech University  
Bachelor of Landscape Architecture, 2001

**Registration:**

Landscape Architecture  
Texas, Registration Number 2363

**Professional****Affiliation:**

American Society of Landscape Architects

**Experience:**

Larson Burns & Smith, Inc.  
Austin, Texas, April 2005 to Present

Land Strategies, Inc.  
Austin, Texas, October 2001 to April 2005

**Duties and Activities:**

Mr. Clifford's active role at Larson Burns & Smith comprises of project design, construction document production and construction observation. Work includes all aspects of landscape architecture, hardscape design and site planning.

**Related  
Planning/Design  
Experience:*****Williamson County Regional Park, Cedar Park Texas.***

The regional park is located on 100 acres in southwest Williamson County. The park is designed to accommodate a wide variety of events including soccer, football, baseball, basketball, tennis, track / field, playgrounds and kid train. Mr. Clifford played a vital role in the parks development from the conceptual design through construction documents.

***Twin Lakes Park, Cedar Park, Texas***

Mr. Clifford is the Project Manager for this 40 acre multi-recreational park in Cedar Park, Texas. Scope of work for this project included playscape design, trail design, and construction documents for multi-purpose sports fields, wetland restoration plantings, xeriscape gardens and picnic areas.

***Austin Independent School District, Playscapes***

Mr. Clifford is currently working with A.I.S.D. on the design and renovation of various elementary school playscapes. His involvement in the design, construction documents and field observation has contributed greatly to the projects success.

LARSON  
BURNS  
SMITH

**JAMES W. BROWN, P.E.**  
President

**EDUCATION**

Bachelor of Science, Mechanical Engineering, University of Texas at Austin, 1972  
Post Graduate Study, HVAC Systems and Design, 1973

**HONORS AND AFFILIATIONS**

Registered Professional Engineer; Texas  
Honors Graduate, The University of Texas at Austin  
Member, Pi Tau Sigma Honorary Society  
Member, American Society of Heating, Refrigerating and Air-Conditioning Engineers  
Member, American Society of Mechanical Engineers  
Member, Texas and National Societies for Professional Engineers  
Member, Association of Energy Engineers

**EXPERIENCE IN FIELD**

Energy Management Engineering and Consulting: 34 Years

**RELEVANT PROFESSIONAL EXPERIENCE**

1982 to Present: ESA Energy Systems Associates, Inc., Round Rock, Texas, President

- Mechanical, Electrical and Plumbing (MEP) New Construction Designs for Public School Districts, University systems, hospital districts and commercial facilities.
- Professional Engineer in charge of analysis and design of over three hundred and fifty (350) facilities requiring energy conservation retrofit projects.
- Performance Contract and ESCO analyses to review technical quality and/or provide oversight of installation for county governments and school districts.
- Member Texas Energy Performance Contracting Guidelines (TEPCG) Committee to establish guidelines and approval process for energy performance based contracts within state agencies, institutions of higher education, and public school facilities.
- Member of 7 man technical team formed by the World Bank to assist establishment of ESCO/Performance contract teams in three (3) major cities in China in 1997.
- Technical review committee member for analysis of Technical Assistance reports prepared under the Institutional Conservation Program and presented to the Public Utility Commission of Texas in 1984.
- Conducted energy audits and prepared reports with calculated conservation recommendations for eighty-three Texas (83) school districts under the Public Utility Commission's Energy Cost Reduction Opportunity (ECRO) Program from 1985 through 1988.

- Presented energy conservation workshops and provided thirty (30) school districts with a total of ninety (90) building conservation reports in the State of Pennsylvania under contract to the Governor's Energy Council of Pennsylvania in 1989 and 1990.
- Provided analysis of technical accuracy of technical assistance reports prepared by professional engineering firms in the State of New York. Work provided under contract to the New York State Energy Office in 1991.
- Provided technical audits for forty-five (45) state government and school facilities under the Texas LoanSTAR program from 1989 through 1997.
- Provided local government facility audits for sixty-two (62) facilities under the State of Texas Local Government Program from 1990 through 1991.
- Member of Governor's Office for Energy Resources committee to review feasibility of school bus conversion from gasoline to propane fuel.
- Prepared Predominant Use Study reports for thirty-three (33) commercial and industrial clients from 1989 through 1991.
- Conducted analysis, produced design and provided installation oversight for "state-of-the-art" projects such as:
  - \* Thermal Storage
  - \* Natural Gas Engine Driven Chiller using Ammonia as Refrigerant
  - \* Geothermal Heating
  - \* Coil Loop Heat Recovery Projects

1980-83: ACR Energy Engineering, Inc., Austin, Texas; President

- Professional Engineer in charge of energy audits: conducted thirty-four (34) Southwestern Bell buildings in Texas; member of audit team conducting energy audits in thirty-five (35) facilities at the Department of Energy, Pantex Complex near Amarillo, Texas.
- Participant in Technical Assistance (TA) Engineering Energy Audit and retrofit design of 500,000 square foot hospital in Corpus Christi, Texas, and 700,000 square foot hospital in Houston, Texas, as well as other TA audits performed by the company technical staff.

1977-80: Planergy, Inc., Austin, Texas; Vice-President. Manager of Commercial Services Department, including:

- Commercial and Industrial Audit Division;
- Commercial Design Division;
- Hospital Audits Director; and
- Local Government Audits Director

Developed workbooks and conducted workshops covering energy conservation for:

- New Commercial Design involving registered engineers and architects.
- Existing Hospital Retrofit. Workshops included topics such as HVAC, lighting, building shell, demand control, discussion of electricity rate structures, ancillary equipment, establishment of energy management programs at facilities.
- Conducted Energy Auditor Training Workshops in Texas, New Mexico, Maryland, Washington, Oregon, Tennessee and Louisiana.



1976-77: Brown-L Supply Company, Spearman, Texas, Owner/Manager

- Owned and managed a total building wholesale supply and design firm including installation and service of HVAC systems, plumbing, lighting, and electrical systems.

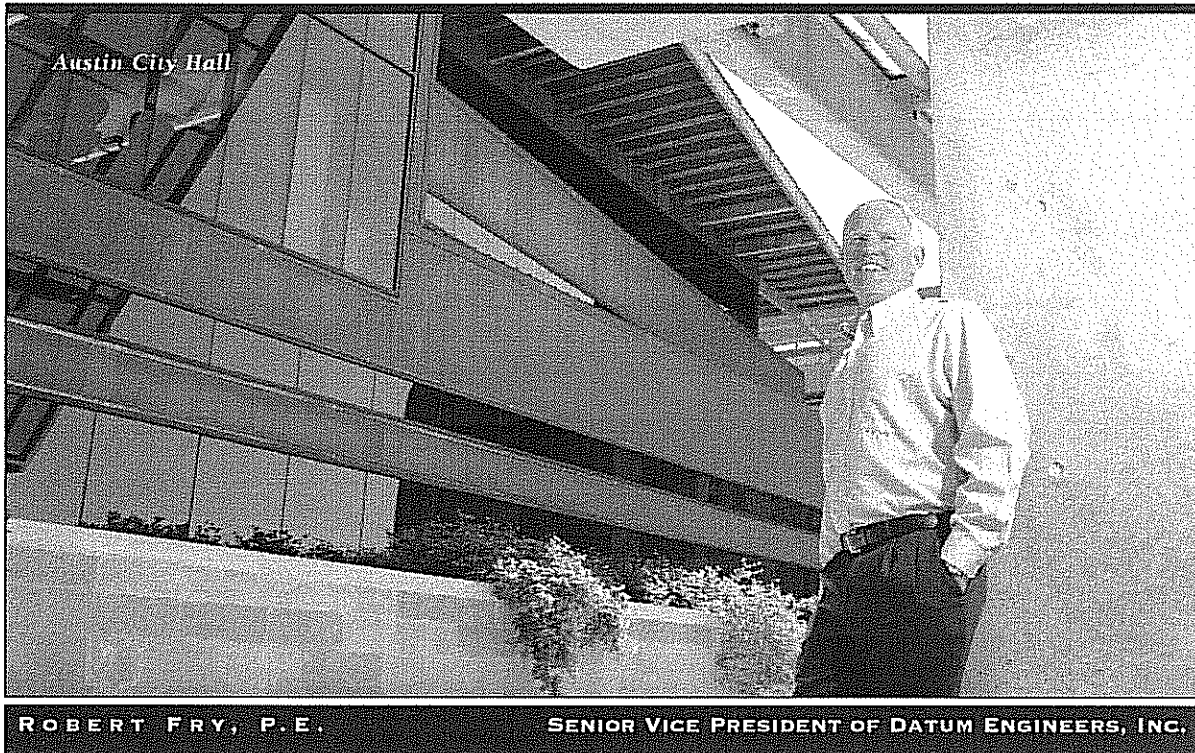
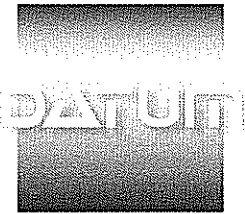
1973-76: Trane Company. Atlanta, Georgia

- Designed and supervised installation of heating, ventilating and air-conditioning systems in the Atlanta service area of the Trane company, a major supplier of commercial/industrial HVAC equipment.
- Conducted "Conserve Energy by Design" seminars.

### **PUBLICATIONS:**

The Investment Grade Energy Audit: *Making Smart Energy Choices*; Hansen & Brown; Fairmont Press; 2003

Energy Efficiency Manuals for Mechanical and Electrical System Operation in the States of Texas, New Mexico, Oregon, Tennessee, Pennsylvania, Louisiana, and Washington



**Education** Bachelor of Science in Architectural Engineering, with highest honors  
University of Texas at Austin 1976

**Professional Registration**  
Texas 1983

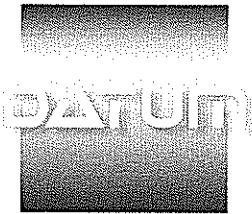
**Professional Affiliations**  
American Institute of Steel Construction  
Structural Engineers Association of Texas

**Civic Organizations**  
Leander School District Board of Trustees 1995-2002

**Residence** Williamson County, Round Rock, Texas

**Professional Experience**

Robert joined Datum Engineers in 1979, three years after graduating from the University of Texas. In 1998, he was named Senior Vice President of the firm in recognition of his leadership role in the Austin office. Robert is an accomplished project manager, using his experience to ask the right questions at the right time, and provide appropriate, well-conceived solutions. His clients value his attention to detail, his persistence in working through challenges, and his good-natured personality. Robert has managed projects spanning a broad spectrum of building and structure types, including projects in excess of \$100M in size.



ROBERT FRY, P.E.

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## Representative Projects

Georgetown Library  
Georgetown, Texas

Schertz Library  
Schertz, Texas

Travis County E.S.D. #6  
Austin, Texas



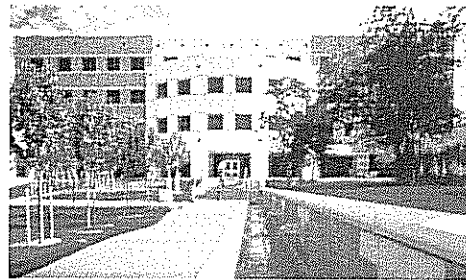
St. David's Round Rock Hospital  
Round Rock, Texas

Texas Department of Public Safety  
Crime Records Building  
Austin, Texas



William P. Hobby State Office Complex  
(Republic Plaza)  
Austin, Texas

Chandler Creek Office/Warehouse Building  
Round Rock, Texas



Lower Colorado River Authority  
Headquarters and Garage  
Austin, Texas

Bluebonnet MHMR  
Round Rock, Texas

Lower Colorado River Authority DSC Annex  
Austin, Texas

Army Aviation Support Facilities  
Austin Bergstrom International Airport  
Austin, Texas



Amon Carter Museum  
Renovations and Expansion  
Fort Worth, Texas

Brown Building Renovation  
Austin, Texas

ACC New Round Rock Campus  
Round Rock, Texas



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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

Printed name of person submitting form: Keith A. Hickman

Name of Company: KAHickman Architects and Interior Designers

Date: April 6, 2009

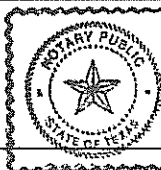
Signature of person submitting form:

A handwritten signature in black ink, appearing to read "Keith A. Hickman", is written over a horizontal line.

Notarized:

Sworn and subscribed before me by: Rose Mary Speaker

on 4-8-09  
(date)



ROSE MARY SPEAKER  
Notary Public  
State of Texas  
My Commission Expires  
DECEMBER 27, 2009

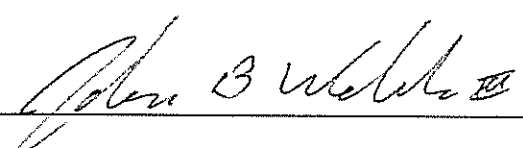


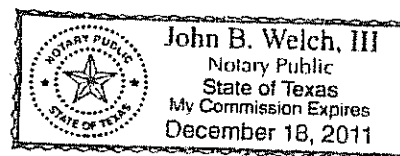
## WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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

|                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Printed name of person submitting form:</b> Brian Larson                                                                         |
| <b>Name of Company:</b> Larson Burns & Smith, Inc.                                                                                  |
| <b>Date:</b><br>April 1, 2009                                                                                                       |
| <b>Signature of person submitting form:</b><br> |

Notarized:

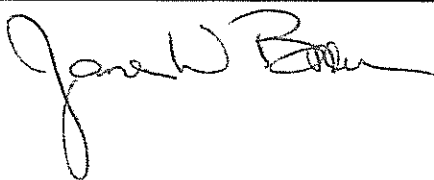
|                                                                                      |
|--------------------------------------------------------------------------------------|
| <b>Sworn and subscribed before me by:</b> <u>Brian Larson</u>                        |
| <b>on</b> <u>4-6-2009</u><br>(date)                                                  |
|  |





### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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

|                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| Printed name of person submitting form: James W. Brown                                                                    |
| Name of Company: ESA Energy Systems Associates, Inc.                                                                      |
| Date: April 3, 2009                                                                                                       |
| Signature of person submitting form:  |

Notarized:

|                                                          |
|----------------------------------------------------------|
| Sworn and subscribed before me by: <u>JAMES W. BROWN</u> |
| on <u>4/3/09</u> <u>Patricia Jacobson</u>                |
| (date)                                                   |



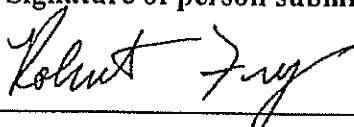
PATRICIA JACOBSON  
Notary Public, State of Texas  
My Commission Expires  
MAY 18, 2012





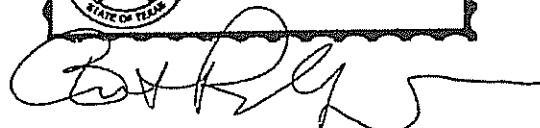
## WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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

|                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Printed name of person submitting form:</b> Robert Fry, P.E., Senior Vice President                                             |
| <b>Name of Company:</b> Datum Engineers, Inc.                                                                                      |
| <b>Date:</b> April 6, 2009                                                                                                         |
| <b>Signature of person submitting form:</b><br> |

Notarized:

|                                                            |
|------------------------------------------------------------|
| Sworn and subscribed before me by: <u>Robert Fry, P.E.</u> |
| on <u>April 6, 2009</u> .<br>(date)                        |



Architectural Services for Design of Renovations  
to the Williamson County Tax Assessor/Collector Offices



# WILLIAMSON COUNTY JUVENILE SERVICES

M a k i n g   A   D i f f e r e n c e

**DATE:** Thursday, January 08, 2009  
**TO:** To Whom It May Concern:  
**FROM:** Charly Skaggs, Chief Probation Officer,  
Williamson County

Re: KA Hickman Architects and Interior Design

Keith Hickman was the architect for the Williamson County Juvenile Justice Facility in Georgetown, Texas.

Mr. Hickman and his staff were a pleasure to work with from the planning stage all the way to completion.

Our 112,000 square foot facility includes all our juvenile services which include a maximum security section as well as the juvenile court room, administration, our non-secure residential facility and our school for expelled and placed youth.

Mr. Hickman was open to our suggestions throughout the process. When we completed the project, we felt we had completed the building we wanted. Mr. Hickman used professionals too, but always listened to what we thought our needs were in any given matter.

I high recommend KA Hickman Architects and Interiors Designers for your project. I can assure you that you will not be disappointed with your choice.

Charly Skaggs  
Chief Probation Officer, Williamson County  
Fax 512-943-3209  
1821 SE Inner Loop  
Georgetown, Texas 78626

|                                                                                                                                   |                                                                                                                                 |                                                                                                                                 |                                                                                                                                    |                                                                                                                    |                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Administrative Office</b><br>1821 S.E. Inner Loop<br>Suite # 1<br>Georgetown, TX 78626<br>OFC 512-943-3200<br>FAX 512-943-3209 | <b>Juvenile Detention Center</b><br>1821 S.E. Inner Loop<br>Suite # 4<br>Georgetown, TX 78626<br>OFC 512-943-3<br>FAX 512-943-3 | <b>Williamson County Academy</b><br>1821 S.E. Inner Loop<br>Suite # 3<br>Georgetown, TX 78626<br>OFC 512-943-3<br>FAX 512-943-3 | <b>Cedar Park Satellite Office</b><br>350 Discovery Blvd.<br>Suite # 105<br>Cedar Park, TX<br>OFC 512-260-4230<br>FAX 512-260-4235 | <b>Round Rock Satellite Office</b><br>1300 N. Mays<br>Round Rock, TX 78664<br>OFC 512-248-3230<br>FAX 512-248-3236 | <b>Taylor Satellite Office</b><br>412 Vance<br>Taylor, TX 76574<br>OFC 512-238-2130<br>FAX 512-238-2131 |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|



## CITY OF ROUND ROCK

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12/4/2008

Re: KA Hickman Architects

To Whom It May Concern

I have had the pleasure to work with Keith Hickman and his staff of professionals on several projects for the City of Round Rock. KA Hickman Architects have designed Concession/restroom buildings for our youth baseball parks and several Fire Stations for the City. We are presently working with them on design/renovation of our downtown city hall business center project here in Round Rock. They have provided excellent design of our buildings as well as professional construction administration through the construction phases of our projects.

KA Hickman Architects have made my job much easier as they listen to our staff needs and work hard to provide projects designs based on our input. Their attention to detail has provided the city with projects that are user friendly and easy to maintain. They have always been very accessible when I call and always respond in timely manner to requests. Their knowledge of city codes and detail to specifications have provided designs that are buildable with less time spent on request for information and change orders.

I would highly recommend KA Hickman Architects and look forward to working with them on future projects. If you have any questions please give me a call at 512-218-5552.

With kindest regards,

Larry Madsen  
Building Construction Manager  
City of Round Rock, Texas

Public Works Department

  
**Bluebonnet Trails**  
Community Mental Health & Mental Retardation Center

January 19, 2009

KAHickman Architects and Interior Designers  
1517 East Palm Valley Boulevard  
Round Rock, Texas 78664

Regarding: Letter of Recommendation

Dear Mr. Hickman,

It is with pleasure that we provide this letter of support for KAHickman Architects and Interior Designers. As the architect and project manager for three of our multiservice facilities in the cities of Marble Falls (2008), Bastrop (2008) and Round Rock (2002), Texas, we find your firm demonstrates artistry and attention to form, structure and function causing us to retain your services repeatedly over the years. What is most impressive about KAHickman Architects and Interior Designers is your ability to bridge the gap between the needs and desires of the client with an innovative, collaborative and educational approach to design.

In addition, the excellent customer service we experienced at the beginning of each project is consistently carried through and beyond the official project end date. The expert and effective management of the time tables and budgetary issues has been instrumental in our successful completion of structures in which we proudly provide services for our clients and their families. Of particular note, each of our projects have been accomplished within the agreed upon budget and time schedule.

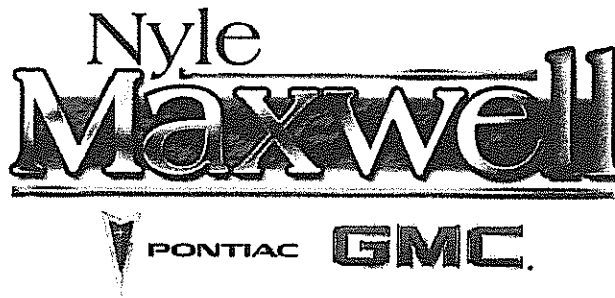
During the next two years, we anticipate contracting again with KAHickman Architects and Interior Designers to complete an expansion of our building in Seguin and construction of a new building in Lockhart.

Please accept this letter as our high regard for KAHickman Architects and Interior Designers, a firm certain to offer a sound and creative facility supporting the needs of entities requiring a high degree of attention to detail, comfort, beauty and adherence to structural standards. Please feel free to contact me should you have any questions or need additional information.

Very truly yours,



Andrea Richardson  
Executive Director



January 20, 2009

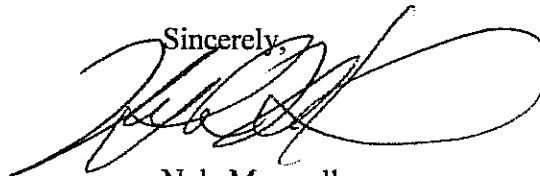
RE: Recommendation of KAHickman Architects and Interior Designers

To Whom It May Concern:

During my two terms as mayor of the City of Round Rock, I was fortunate to have many opportunities to interact with Keith Hickman, Principal of KAHickman Architects and Interior Designers, both on a professional and personal basis.

As a dynamic member of our community, Keith is active in many civic and professional organizations. He offers his knowledge, time, and presence to associations such as the Round Rock Chamber of Commerce, Rotary Club International, Round Rock ISD Partners in Education Foundation, YMCA of Greater Williamson County Board of Directors and many others on a regular basis. As a result of these commitments, Keith received the 2004-2005 Lifetime Achievement Award from the Round Rock Chamber of Commerce.

I understand that Keith has maintained his architecture practice in the City of Round Rock for twenty five years. Professionally, Keith has served as the architect for the City of Round Rock for multiple projects. During my term as mayor, we completed two new fire stations with Keith's firm. The City is lucky to have an architect of this caliber interacting with the city council, staff and community. I would highly recommend Keith and his firm for your upcoming project. Not only will you be getting a top notch professional architect, but you will also receive the benefit of a dynamic citizen of Williamson County engaged in *your* community.

Sincerely,  
  
Nyle Maxwell



We build strong kids,  
strong families,  
strong communities.

**Board Members**

John S. Avery, Sr.  
Joe Baker  
Jim Boles  
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**Vice President –  
Community Programs**

Jan Hunter  
**Vice President –  
Finance & Administration**

January 20, 2009

To Whom It May Concern,

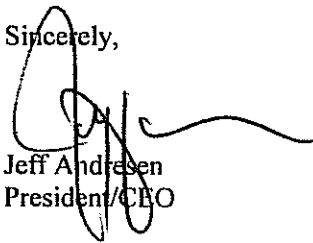
Over the last four years, it has indeed been my privilege to work together with KAHickman Architects & Interior Designers on a variety of construction projects. The staff team at KAH continues to provide an extremely high level of commitment to client service through their attention to detail, flexibility and creativity.

Recently KAH provided architect services to our Taylor Family YMCA, Camp Twin Lakes Park, Twin Lakes Family YMCA, and Round Rock Family YMCA projects. YMCA facilities serve a wide variety of individuals and groups with contrasting interests. KAH has displayed an excellent ability to interact, understand and implement facility enhancements that meet a variety of these expectations.

KAH is the YMCA of Greater Williamson County's architect of choice; and, we will continue to utilize their services and would recommend this firm to others.

I wish you all the best in your selection process and ultimately your construction project.

Sincerely,



Jeff Andresen  
President/CEO

YMCA of Greater Williamson County . P. O. Box 819 . Round Rock, Texas 78680  
512-246-9622 . fax: 512-244-2122 . [www.ymcagwc.org](http://www.ymcagwc.org)

**YMCA mission:** To put Christian principles into practice through programs that build healthy spirit, mind and body for all.



WILLIAMSON COUNTY

RFQ SUBMITTALS

**\*\* Architectural Services for Design of Renovations to the  
Williamson County Tax Assessor/Collector Offices \*\***

APRIL 8, 2009, 1:00pm

RFQ NUMBER: 09WCRFQ906

**SUBMITTING FIRM**

|     |                                                            |
|-----|------------------------------------------------------------|
| 1.  | PBS & J                                                    |
| 2.  | LS Johnston Architects / GECO Design / Design Workshop     |
| 3.  | Douglas K Architecture                                     |
| 4.  | Brinkley Sargent Architects                                |
| 5.  | Urban Architecture, HMG & Associates, Walter P. Moore      |
| 6.  | Civil Eng, Walter P. Moore - Structural Eng., TBG Partners |
| 7.  | Kasey McCarty Interiors                                    |
| 8.  | Creation Architecture P.L.L.C.                             |
| 9.  | PGAL                                                       |
| 10. | Rotherberg Architecture                                    |
| 11. | voelter Associates Inc.                                    |
| 12. | Koman Architects Inc.                                      |
| 13. | Koman Parrshall Joint Venture                              |
| 14. | Negrete & Kolar Architecture                               |
| 15. | Fisher Heck Inc. Architects                                |
| 16. | Kalickman Architects & Interior Design                     |
| 17. | Studio 8 Architects Inc.                                   |
| 18. | Jackson & Ryan Architects                                  |
| 19. | Eleven Thirteen Architects                                 |
| 20. | KGA Architecture                                           |
| 21. | Spencer Godfrey Architects Inc.                            |
| 22. | TAG International LLP                                      |
| 23. |                                                            |
| 24. |                                                            |
| 25. |                                                            |
| 26. |                                                            |
| 27. |                                                            |

## AGREEMENT FOR ARCHITECTURAL SERVICES

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF WILLIAMSON       §

THIS AGREEMENT is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and KA Hickman D/B/A KA Hickman Architects and Interior Designers, a sole proprietorship, hereinafter "Architect".

### RECITALS

The County intends to construct and renovate the Offices of the Williamson County Tax Assessor/Collector located at 904, 905 & 909 Austin Avenue, Georgetown Texas (the "Project"). The County desires that the Architect perform certain professional architectural services in connection with the Project; and

The Architect represents that it is qualified and desires to perform such services;

**NOW, THEREFORE**, the County and the Architect, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

### TERMS

#### SECTION I

##### SCOPE OF AGREEMENT

The Architect agrees to perform professional architectural services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the Architect compensation as stated in the sections to follow.

The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the County's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the Architect or County.

The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

The Architect's Basic Services consist of those described in Section II as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

## SECTION II

### CHARACTER AND EXTENT OF SERVICES

The Architect shall render the following "Basic Services" in connection with the Project:

A. Assessment Phase

To prepare a technical analysis of the currently occupied facility and the recently purchased adjacent facilities (to be incorporated into the future Tax Assessor/Collector Offices for Williamson County operations).

[Note: A Report of Property Condition Survey prepared by Baer Engineering and Environmental Consulting, Inc. for all facilities has been received and evaluated for usefulness while preparing the scope of work.]

1. Initial Work

- a. Coordinate consultants;
- b. Code Research;
- c. Field verify all Building's (existing partitions, doors, millwork, plumbing, lighting, electrical and special architectural details);
- d. Create AutoCAD files;
- e. Area calculations will be provided for each suite and common areas. Area building tabulations will be based on BOMA measuring method.

2. Mechanical, Electrical & Plumbing

- a. Heating and Cooling Load Analysis;
- b. Electrical Load Analysis
- c. Comfort and Electrical Distribution Deficiencies
- d. Primary Utility Service Analysis
- e. Equipment Condition
- f. System Suitability for Future Service
- g. Mechanical/Plumbing ADA Issues
- h. Indoor Air Quality Analysis

3. Roofing

- a. Initial Review And Roof Examination
  - (1). Review plans, and other documents related to roof, as provided by Client.
  - (2). Interview Owner personnel regarding roof condition, roof history, and current leakage.
  - (3). Visit Site and examine visible roof components, note, and photograph.

- (4). Water-testing or moisture survey.
- b. Evaluation/Report of Finding to Include:
  - (1). General description of condition of roof and flashings.
  - (2). Listing of visible deficiencies and Consultant's comments.
  - (3). Recommendations.
  - (4). Estimated probable cost to accomplish repair or replacement.
  - (5). Photographs.
- c. Survey does **not** include:
  - (1). Wind uplift, or fire resistance testing, or analysis.
- 4. Structural
  - a. Initial Review

**B. Programming Phase:**

**1. Scope of Work & Assumptions:**

- a. Make all necessary inquiries to facilitate the required collection of information to prepare a complete, accurately assessed and designed project.
- b. The Programming Phase is based on a \$6,000,000.00 ultimate build-out (based on today's dollars) over the next ten years.
- c. Take input from the workshops and design committee to develop a prioritized set of goals and objectives for the future of the county tax assessor/collector offices. Specifically accomplished by conducting (3) three planning and design workshops with client-identified participants to determine specific goals for the tax assessor/collector office.
- d. Summarize the work accomplished and the conclusions drawn from the workshops in a presentation notebook of facility design guidelines to be used as a basis for changes to the tax assessor/collectors office for a twenty (20) year plan.
- e. Workshop Overview
  - Session 1: Introductory Session
  - Session 2: Topic-based Workshops
  - Session 3: Summary Workshops
- f. Attend Programming Workshops to establish primary Department needs (including current and 20 year growth projections), adjacencies, furniture system needs and cost analysis, special equipment, IT, and audio/visual needs.
- g. Attend follow up meetings to compile information gathered during Workshops.
- h. Collaborate and assist as needed in development of Master Plan documentation.

C. Schematic Design Phase

1. Attend preliminary conferences with the County regarding the Project, including preparation and distribution of meeting notes to all concerned parties.
2. The Architect shall review the program furnished by the County to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the County.
3. The Architect shall provide a preliminary evaluation of the County's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in RESPONSIBILITY FOR CONSTRUCTION COST.
4. The Architect shall review with the County alternative approaches to design and construction of the Project.
  - a. The parties acknowledge that County reserves the right to request that Architect provide design services for the space adjoining the Offices of the Williamson County Tax Assessor/Collector, which is currently occupied by Carquest Auto Parts. In the event County wishes to receive such services, the parties shall execute an amendment to this Agreement that sets out the terms of the parties' agreement relating to such services and the compensation that shall be paid to Architect.
5. Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the County, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
6. The Architect shall submit to the County a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.
7. Visit the Project site to assess the impact of utility availability to the site (water, sewer, electrical power and telephone).
8. When necessary, field verify existing conditions, improvements and utilities for continuity or coordination with the Project to be constructed.
9. Identify and assist County in securing all design and construction requirements for approval from all governmental/utility agencies and departments having jurisdiction over the Project. Provide contact person(s) and telephone numbers from each agency.
10. The Architect shall prepare for approval by the County, five (5) copies of Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

Schematic Design Documents shall include but not necessarily be limited to the following:

- a. Architectural Design/Documentation responding to program requirements:
  - 1. Site plan
  - 2. Floor plans at 1/8" = 1'-0" scale for each level
  - 3. All elevations at 1/8" = 1'-0" scale
  - 4. Outline specifications indicating major systems and material choices for the project
  - 5. Other illustrative materials - renderings necessary to adequately present the concept
  - 6. All drawing sheets shall be 24" tall x 36" wide maximum.
- b. Structural Design/Documentation consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
  - 1. Preferred structural system and preliminary layout
- c. Mechanical Design/Documentation consisting of consideration of alternative materials, systems and equipment, and development of conceptual design solutions for:
  - 1. Energy Source(s)
  - 2. Energy conservation
  - 3. Heating and ventilating
  - 4. Air Conditioning
  - 5. Plumbing
  - 6. General space requirements
- d. Electrical Design/Documentation consisting of consideration of alternative systems, recommendation regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
  - 1. Power service and distribution
  - 2. Lighting
  - 3. General space requirements
- e. Landscape Design/Documentation services consisting of consideration of alternative materials systems and equipment and development of conceptual design solutions for land forms, lawns, and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- f. Interior Design/Documentation services consisting of space allocation and utilization plans based on functional relationships, consideration of alternative materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements, in order to establish:
  - 1. New and/or Existing Partition layouts
  - 2. New and/or Existing Furniture and equipment layouts



- g. Materials Research/Specifications consisting of:
  - 1. Identification of potential architectural materials, systems, and equipment and their criteria and quality standards consistent with the conceptual design and list in the specification outline.
  - 2. Coordination of similar activities of other disciplines.
- h. Project Development Scheduling consisting of reviewing and updating previously established project schedules or initial development of project schedules (if not previously established), for decision-making, design, documentation, contracting and construction.
- i. Presentation consisting of Schematic Design Documents by the Architect to the following client representatives:
  - 1. Williamson County Tax Assessor/Collector
  - 2. Building Committee(s)
  - 3. Staff Committee(s)
  - 4. User group(s)

11. Prepare a preliminary estimate of probable construction costs for the project. The estimate shall be subdivided by major trades or systems. Make recommendations for revisions based on site, marketplace, or other unusual conditions encountered in Schematic design.

12. Obtain approval of the Schematic design from the County. The final schematic design documents will have a signature and date title block and Design Development Phase Services shall not commence until signature(s) of the County's duly authorized representative(s) are affixed to the documents and written authorization to proceed by the County is received by the Architect. Architect and subcontractor(s) shall include name of responsible Architect or Engineer responsible for each sheet with registration number and "interim review" stamp or note affixed.

#### D. Design Development Phase

Based on the approved Schematic Design Documents and any adjustments authorized by the County in the program, schedule or construction budget, the Architect shall prepare, for approval by the County, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

The Architect shall advise the County of any adjustments to the preliminary estimate of Construction Cost.

- 1. Prepare, from the Schematic Design Documents approved by the County, five (5) copies of Design Development Documents for the Project which will delineate the following:
  - a. Title Sheet (24" x 36" sheet size shall be utilized for all drawing sheets).
  - b. Site Landscaping Plans

1. Site development and landscaping plans;
2. Preliminary site and exterior building lighting scheme with identification of fixture types;
3. Parking area defined with preliminary plotting;
4. Indication of paths, stairs, ramps, berms, terraces;
5. Plant materials (indication and preliminary schedule);
6. Design development details:
  - Paving types and patterns
  - Kiosks
  - Benches
  - Light standards
  - Others
7. Design development specifications;
8. Any necessary adjustments to the preliminary estimate of construction cost.
9. Coordinate with the City of Georgetown in relation to site development plans.

c. Floor Plans

1. Plan information

- a. Internal and external dimensions for “hard fix”;
- b. Floor, slab, and level elevations;
- c. Typical door types;
- d. Typical partition types;
- e. Building core element well worked out with dimensions:
  - Stairs
  - Elevators
  - Major shafts
- f. Built-in furniture items-indication only and keyed to design requirements:
  - Reception desk
  - Counters
  - Cabinets
  - Worktops
  - Lockers
  - Special furniture and equipment (early clarification of what is “by owner”)
  - Other types of equipment

2. Detail Plans

- d. Elevations
  - 1. General Elevations
- e. Sections
  - 1. Building Sections
  - 2. Wall Sections

Dominant full heights sections conveying basic building configuration
- f. Details
  - Include non-typical design elements
- g. Interior Elevations
  - Typical and special spaces, interfaced with, and cross-referenced to, floor and reflected ceiling plans. Indicate:
  - These should be of prefinal quality adequate to convey design intent.
- h. Reflected Ceiling Plans
  - Typical and special spaces. Integrated plans reflecting structural, mechanical, and electrical impacts. Plans to indicate:
  - Lighting layouts
  - Soffits, coves, furrings
  - Ceiling materials
  - Acoustic treatments
  - Relationship with partitions
  - Interface with window details
  - Perimeter conditions-details, notches
  - Heating and ventilating register, diffuser locations
  - Access panels
  - Exposed structure
- i. Schedules
  - 1. Pre-final interior finishes
  - 2. Frame and door
  - 3. Preliminary hardware
  - 4. Window and glazing
- j. Specifications

Comprehensive, abbreviated methods, materials and systems descriptions in tune with the drawings. Use CSI format with applicable section numbers. Include all consultant portions as well as those special and supplementary conditions specific to the Project.

k. Preliminary Estimate of Construction Cost

Make adjustment to the preliminary estimate of construction cost prepared at the end of schematic design.

l. Structural Design Development Set

1. Floor plans at the same scale as the architectural drawings;
2. Typical floor framing plans, including:
  - Sizing of beam drops
  - Slab openings
  - Thicknesses
  - Depressions
3. Framing indication and governing sizing at:
  - Roof structures
  - Penthouse
  - Bulkheads
  - Other
4. Nontypical framing scheme where required
5. All column points established;
6. Final column schedule;
7. Preliminary details and sections to adequately indicate structural system;
8. Preliminary details of major unique conditions that impact on scheme (as determined by the Architect);
9. Details indicating accommodation with mechanical/electrical at areas of major interface;
10. Design development specifications;
11. Any necessary recommended adjustments to the preliminary estimate of construction cost.

m. Mechanical/Electrical Design Development Set

1. Typical floor plans. Systems representation in diagrammatic (non-detailed) style, major items of equipment indicated, their space requirements and interface requirements with other systems. Indicate the following:
  - Major shafts (sizes)
  - Chases
  - Mechanical rooms and electric closets
  - Convactor/fan coil locations
2. Required punctures:
  - Wall
  - Slab
  - Beam
3. Terminal plans (lobby, cellar, roof) with items of heavy equipment shown in diagrammatic style, with their space requirements indicated:
  - a. Boiler/heater spaces (include clear height requirements)
  - b. Transformer vaults (approval obtained from local utility company)
  - c. Switchgear, emergency generator, water storage tanks, fire pumps
  - d. Cooling towers, major air-conditioning and air-handling equipment, packaged units
4. Locations of major air-handling equipment, including but not limited to cooling towers, exhaust fans;
5. Preliminary details of major and unique conditions that impact on scheme (as determined by the Architect);
6. Data to be developed in conjunction and in coordination with County personnel and others assisting the County:
  - a. Integrated diagrammatic lighting plans indicating all overhead mechanical and electrical equipment for typical floor and special spaces
  - b. Preliminary electrical fixture type schedule and cuts
  - c. Cuts and explanatory information for interior visual items such as:
    - Louvers
    - Registers
    - Heating/cooling units
    - Cabinets

- d. Exterior louver requirements and proposed locations
  - 7. Design development specifications;
  - 8. Any necessary adjustments to the preliminary estimate of construction cost.
- n. Other Consultant's Design Development Sets:
- Include all preliminary information that allows proper interfaces with major design disciplines.
- 2. Upon submittal of the Design Development Phase Documents for review and approval by the County, the Architect shall include cut sheets and manufacturer's literature. Assemble all cut sheets in a three hole binder and arrange in CSI format. Product cut sheets shall include but not necessarily be limited to the following: toilet fixtures and accessories, electrical and mechanical fixtures and related devices, hardware, doors, windows, interior and exterior finishes, graphics. All drawing sheets shall bear the responsible Architect's or Engineer's name and registration number and "interim review" stamp or note affixed.
  - 3. Furthermore, when the Design Development Phase Documents are ready for submittal, the Architect shall present, in an open session, the proposed Design Development Phase Documents to the Williamson County Commissioners Court. Obtain approval of the Design Development Documents from the County in writing. Construction Documents Phase will not commence until signatures of the County's duly authorized representative(s) are affixed to the documents and written authorization by the County to proceed the next phase is received by the consultant.

E. Construction Documents Phase

- 1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the County, the Architect shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the bidding/proposals and contracting for the construction of the Project. The construction documents shall include the following:
  - a. A project manual which shall include a set of technical specifications in accordance with the Construction Specification Institute's three-part format, typed one sided with letter quality characters, bid/proposal sheets, a set of bidding/proposal forms. The County shall provide the Uniform General Conditions of the contract, and related contract forms between the County and the contractor;
  - b. The Architect shall assist the County in the preparation of the necessary bidding/proposal information, bidding/proposal forms, the Conditions of



the Contract, and the form of Agreement between the County and Contractor.

- c. The Architect shall advise the County of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
  - d. The Architect shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
2. Apply for and obtain all approvals and permits required by local, state, and federal authorities (i.e. Texas Licensing and Regulation Commission, Texas Accessibility Standards, etc.) and any local building permits on behalf of the County. Applications shall be made when the documents are 75% complete.
  3. Advise the County of any adjustments to previous statements of probable construction cost.
  4. Furnish the County, for review and approval, five (5) 75% complete sets of blueline prints of the drawings, and five (5) copies of specifications and final updated statements of probable construction costs, for the Project. All sheets shall bear the name of the responsible Architect or Engineer and registration number and "interim review" stamp or note affixed.
  5. After incorporating the County's 75% review comments, furnish the County, for review and approval, five (5) 100% complete sets of prints of the drawings, and five (5) copies of the specifications and updated statements of the probable construction costs, for the Project.
  6. After incorporating the County's comments, furnish and deliver to the County one reproducible (3-mil mylar) copy of the original drawings and one original set of specifications, for the Project. Also provide one set of electronic data files, DWG format "AutoCAD Release 14" or higher, 650 MB compact disc(s) for all drawings. Also, provide one set of 650 MB compact disc(s) in Microsoft Word 97/Excel for all specifications and cost estimates.

F. Bidding/Proposals and Contract Phase

The Architect, following the County's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the County in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

1. Assist the County in securing bids/proposals.
2. Attend and assist County in Pre-Bid/Proposal Conference.
3. Prepare addenda.

4. Assist in the tabulation and analysis of bids/proposals and furnishing recommendations on the award of construction contracts.

G. Construction Phase

After the receipt of bids/proposals, the Architect shall render the following services in connection with the Project for which a construction contract is awarded:

1. Attend and assist County in Pre-Construction Conferences.
2. Make periodic visits (approximately bi-weekly), as distinguished from the continuous services of a resident Project Representative to familiarize it generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. After each visit, the Architect shall prepare a written report for the County of its observations of the progress and quality of work performed pursuant to the contract documents. At least once monthly during the progress of the work, the Architect shall present, in an open session, the above described written reports to the Williamson County Commissioners Court. However, should the circumstances of the Project require more periodic updates and/or presentations to the said court, Architect shall provide such services to County. In performing these services, the Architect will endeavor to protect the County against defects and deficiencies in the Work, but the Architect neither guarantees the performance of the Contractor nor accepts responsibility for the Contractor's means, methods and worker's safety.
3. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the County of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
4. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of County's Uniform General Conditions, current as of the date of this Agreement (hereinafter referred to as the "County's General Conditions" or the "General Conditions"), unless otherwise provided in this Agreement. Modifications made to the County's General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.
5. Duties, responsibilities and limitations of authority of the Architect under this CONSTRUCTION PHASE section shall not be restricted, modified or extended without written agreement of the County and Architect with consent of the Contractor, which consent will not be unreasonably withheld.
6. The Architect shall be a representative of and shall advise and consult with the County during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the County only to the extent provided in this Agreement and in the County's General Conditions, unless otherwise modified by written amendment.

7. The Architect, as a representative of the County, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the County and the Architect in the EXECUTION section, (1) to become generally familiar with and to keep the County informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the County against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
8. The Architect shall report to the County known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
9. The Architect shall at all times have access to the Work wherever it is in preparation or progress.
10. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the County shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.
11. CERTIFICATES FOR PAYMENT
  - a. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
  - b. The Architect's certification for payment shall constitute a representation to the County, based on the Architect's evaluation of the Work as provided in this Section II.G.(11) and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of

subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

- c. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- d. The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- e. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the County, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- f. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the

design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

- g. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data, if deemed necessary by the Architect, for the County's approval and execution in accordance with the Contract Documents, and may, with the concurrence of the County's ODR, authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- h. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion: shall receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- i. The Architect shall interpret and decide matters concerning performance of the County and Contractor under, and requirements of, the Contract Documents on written request of either the County or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- j. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
- k. The Architect shall render initial decisions on claims, disputes or other matters in question between the County and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- l. The Architect's decisions on claims, disputes or other matters in question between the County and Contractor, except for those relating to aesthetic effect as provided in Section II.G.(11).(k.) above, shall be subject to mediation as provided in this Agreement and in the Contract Documents.

## H. COUNTY'S RESPONSIBILITIES

1. The County shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
2. The County shall establish and periodically update an overall budget for the Project, including the Construction Cost, the County's other costs and reasonable contingencies related to all of these costs.
3. The County shall designate a representative authorized to act on the County's behalf with respect to the Project. The County or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
4. The County shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
5. The County shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.
6. The County shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
7. The County shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the County's needs and interests. Such services shall include auditing services the County may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the County.

8. The services, information, surveys and reports required by the above paragraphs (4) thru (8) in this section shall be furnished at the County's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
9. The County shall provide prompt written notice to the Architect if the County becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

#### I. OTHER CONDITIONS OR SERVICES

1. Basic services include architectural; mechanical, electrical and plumbing design services (MEP services) and structural design services, as defined by the following items.
2. Geotechnical & surveying services are excluded. County shall provide a geotechnical/soil engineering report.
3. Civil Engineering designs services are excluded (including design of storm, sanitary sewer, domestic water, and fire protection piping beyond 5'0" outside of building perimeter, irrigation systems). Architect's basic services include coordination for design and documentation.
4. Architectural services include a maximum of 10 site visits during construction; provided, however, the bi-weekly meetings and visits provided under Section II.G.2. shall not count against the said 10 site visits. Furthermore, the said 10 site visits referenced in this provision shall be counted separate and apart from any other site visits required of the Architect hereunder.
5. MEP services shall include 5 site visits that are requested by the County and which relate solely to MEP services during the construction phase; provided, however, the Architect or its subcontractor shall provide as many site visits as may become necessary in order to properly perform the MEP services required hereunder and such necessary visits shall not count against the 5 site visits referenced under this provision. Furthermore, the site visits referenced in this provision shall be counted separate and apart from any other site visits required of the Architect hereunder.
6. Structural services during the Construction Phase shall include 2 site visits; provided, however, the Architect or its subcontractor shall provide as many site visits as may become necessary in order to properly perform the structural services required hereunder and such necessary visits shall not count against the number of site visits specifically referenced under this provision. Furthermore, the site visits referenced in this provision shall be counted separate and apart from any other site visits required of the Architect hereunder.
7. Basic services include two revisions during design development. Additional revisions will be billed on an hourly basis pursuant to a separately written lump sum agreement.



8. Presentation quality renderings and other drawings for marketing purposes shall be considered additional services.
9. Architectural services do not include: coordination of natural gas services, design of security and access control systems (locations and hardware compatibility requirements will be coordinated w/ contractor), design of data or communications cabling (locations of data/power/communications cabling will be coordinated with County), acoustical consulting services, design of electrical generator or UPS systems, design and structural engineering of landscape/site improvements such as bridges, retaining walls, signs, lights posts, etc.
10. In the event that the design process is put on hold by the County/Contractor in excess of 90 days, when the design process is reinitiated, the Architect will invoice for remobilization time at a rate equal to 10% of the phase of services currently in progress.
11. If Architectural Assignment and/or certification are required, language must be consistent with Architect's liability insurance.
12. Processing forms requested by County's lender, if any, shall be considered additional services and will be billed hourly per the attached Hourly Rate Schedule.
13. In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
14. If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provided betterment or upgrades or enhances the value of the project.
15. A supplement to the Basic Services described in this Section II. is attached hereto and incorporated herein as Exhibit "A" (the "Supplement to Basic Services"). In the event there is a conflict between the provisions of the Supplement to Basic Services and the provisions of the Basic Services described in this Section II., the provisions of the Basic Services described in Section II. shall control.

## J. CONSTRUCTION COST

### 1. DEFINITION

- a. The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the County of all elements of the Project designed or specified by the Architect.
- b. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding/proposal and for changes in the Work.
- c. Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the County as provided under COUNTY RESPONSIBILITIES.

## 2. RESPONSIBILITY FOR CONSTRUCTION COST

- a. Evaluations of the County's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the County has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.
- b. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids/proposals as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.
- c. If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the County, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

- d. If a fixed limit of Construction Cost (adjusted as provided in Section II.J.(2)(c). is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:
  - (i) give written approval of an increase in such fixed limit;
  - (ii) authorize rebidding or renegotiating of the Project within a reasonable time;
  - (iii) terminate in accordance with the TERMINATION section; or
  - (iv) cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
  
- e. If the County chooses to proceed under Section II.J.(2)(d)(iv), the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the County shall be the limit of the Architect's responsibility under this Section. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

### SECTION III

#### ADDITIONAL SERVICES AND CHARGES

The services described in this Section III are not included in Basic Services, and they shall be paid for by the County as provided in this Agreement, in addition to the compensation for Basic Services. The services shall only be provided if authorized or confirmed in writing by the County.

For the performance of services not specifically described as Basic Services under Section II above, County shall pay and Architect shall receive, under a negotiated written contract modification, additional services compensation based upon the method and rates set forth below:

| <u>Position Classifications</u> | <u>Hourly Rates</u> |
|---------------------------------|---------------------|
| Principal.....                  | \$ 225.00           |
| Project Manager.....            | \$ 150.00           |
| Interior Designer.....          | \$ 135.00           |
| Job Captain.....                | \$ 100.00           |
| CADD/Tech.....                  | \$ 85.00            |
| Administrative/Clerical.....    | \$ 55.00            |

Note 1: Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable for the duration of the Project. Any changes to the applicable hourly rates following shall be submitted to the County and agreed to in writing by both parties prior to such new rates taking effect.

The Architect shall not, however, be compensated for work made necessary by Architect's negligent errors or omissions. In the event of any dispute over the classification of Architect's

services as Basic or Additional Services under this Agreement, the decision of the County Judge shall be final and binding on Architect.

It is expressly understood and agreed that Architect shall not furnish any additional services without the prior written authorization of the County. The County shall have no obligation to pay for such additional services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the Architect for any additional services and/or charges that are performed by Architect without the prior written authorization of the County.

If additional services are required due to circumstances beyond the Architect's control, the Architect shall notify the County prior to commencing such services. If the County deems that such services described are not required, the County shall give prompt written notice to the Architect. If the County indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

#### A. PROJECT REPRESENTATION BEYOND BASIC SERVICES.

1. If more extensive representation at the site than is described in Section II.G.(11.) is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
2. Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the County and Architect.
3. Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the County against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

### SECTION IV

#### TIME FOR PERFORMANCE

Following the complete execution of this Agreement and upon the County's request, Architect shall submit a proposed production schedule to the County which delineates the time periods in which each phase of services described herein shall be completed by Architect. The County shall review the Architect's proposed production schedule and either approve same or submit to Architect any requested changes thereto. Following the County's approval of the Architect's production schedule, the time periods for Architect's performance may be extended, in writing, by the County as the Project proceeds.

### SECTION V

#### THE ARCHITECT'S COMPENSATION

- A. For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section IX, the County shall pay to the Architect a firm fixed fee

hereinafter called the "Basic Fee", plus the amount payable under Section III (Additional Services and Charges). The total Basic Fee shall be allocated as follows:

1. For and in consideration of the services rendered by the Architect under Section II.A. (the Assessment Phase), the Architect shall receive a total compensation of \$12,950.00.
2. For and in consideration of the services rendered by the Architect under Section II.B. (the Programming Phase), the Architect shall receive a total compensation of \$23,250.00.
3. For and in consideration of the services rendered by the Architect under Section II.C. (the Schematic Design Phase), the Architect shall receive a total compensation of \$24,000.00.
4. For and in consideration of the services rendered by the Architect under Section II.D. (the Design Development Phase), the Architect shall receive a total compensation of \$24,000.00
5. For and in consideration of the services rendered by the Architect under Section II.E. (the Construction Document Phase), the Architect shall receive a total compensation of \$64,000.00.
6. For and in consideration of the services rendered by the Architect under Section II.F. (the Bidding/Proposal and Contract Phase), the Architect shall receive a total compensation of \$8,000.00.
7. For and in consideration of the services rendered by the Architect under Section II.G. (the Construction Phase), the Architect shall receive a total compensation of \$40,000.00.

**Total Basic Fee: \$196,200.00**

#### B. DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

#### C. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

1. transportation in connection with the Project, authorized travel and subsistence, and electronic communications;

2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the County;
5. renderings, models and mock-ups which are requested by the County and which are not included as a part of the Basic Services;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the County in excess of that normally carried by the Architect and the Architect's consultants; and
7. reimbursable expenses as designated in Section III

#### D. PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

#### E. COMPENSATION FOR ADDITIONAL SERVICES

1. For Project Representation Beyond Basic Services, as described in Section III.A. PROJECT REPRESENTATION BEYOND BASIC SERVICES, compensation shall be computed as follows:
2. For Additional Services of the Architect, as described in Section III. and Section II.I., (other than (1) Additional Project Representation, as described in Section III.A. PROJECT REPRESENTATION BEYOND BASIC SERVICES, and (2) services included in Section II.I. as part of Basic Services, but excluding services of consultants), compensation shall be computed as follows:
3. For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services, compensation shall be computed as follows:

A multiple of one and one-tenth (1.1) times the amounts billed to the Architect for such services.

#### F. REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section V.C. and any other items included in Section II.I. as Reimbursable Expenses, the amount of reimbursement shall be computed as follows:

A multiple of one and one-tenth (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

## G. ADDITIONAL PROVISIONS

1. If the Basic Services covered by this Agreement have not been completed within twenty-four (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated in accordance with the method provided under Section V.G.(2).
2. The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

## SECTION VI

### TIME OF PAYMENT AND RIGHT TO AUDIT

#### A. PAYMENT TERMS.

During the performance of the services provided for in this Agreement for the Assessment Phase (Section II.A.), the Programming Phase (Section II.B.), the Schematic Design Phase (Section II.C.), the Design Development Phase (Section II.D.), and the Construction Documents Phase (Section II.E.), monthly payments shall be made based upon that portion of the services which has been completed. Payment for services rendered by the Architect for the Bidding/Proposal and Contract Phase (Section II.F.), shall be made either upon award of a construction contract for the Project by the County, or within one hundred eighty (180) calendar days of receipt of bids/proposals for the Project, whichever is earlier. Payments for services rendered for the Construction Phase (Section II.G.), shall be paid in proportion to the percentage of the completion of the construction of the Project as evidenced by the Architect's monthly estimates for Payment to the Contractors and approved by the County.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Architect shall submit a sworn statement to the County, in a form acceptable to the Williamson County Auditor, setting forth the percentage of the services provided for by this agreement which were completed during such calendar month, and the compensation which is due plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the Architect seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Architect certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval provided however, that the approval or payment of any statement shall not be considered to be evidence of performance by the Architect to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.



In the event the County fails to pay Architect within thirty (30) days after the County's approval of the Architect's statement, the County shall be required to pay Architect interests charges in addition to the amounts due and owing. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth under Section V.A., and such compensation shall be based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

#### B. COUNTY'S RIGHT TO AUDIT.

The Architect agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. Architect agrees that County or its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Architect which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Architect shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours at mutually convenient times to all necessary Architect facilities in compliance with the provisions of this section. County shall give Architect reasonable advance notice of intended audits.

### SECTION VII

#### TERMINATION

This Agreement may be terminated by the County upon not less than seven days' written notice to the Architect for the County's convenience and without cause. Upon receipt of such notice, the Architect shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the Architect shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Architect that proportion of the prescribed charges which the services actually performed under this Agreement

bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

If the County fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the County. In the event of a suspension of services, the Architect shall have no liability to the County for delay or damage caused the County because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Project is suspended by the County for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses due as of the date of termination.

## SECTION VIII

### NOTICE; COUNTY'S DESIGNATED REPRESENTATIVE

#### A. NOTICE.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Architect at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of

deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Architect: KA Hickman Architects and Interior Designers  
Attn: Keith Hickman  
1517 East Palm Valley Blvd.  
Round Rock, Texas 78664

To the County: Williamson County Judge  
Dan A. Gattis (or successor)  
301 S.E. Inner Loop, Ste. 109  
Georgetown, Texas 78626

with copy to: Joe Latteo (or successor)  
Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626

and to: Williamson County Attorney  
Jana Duty (or successor)  
405 M.L.K. St., Box #7  
Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

#### B. COUNTY'S DESIGNATED REPRESENTATIVE

County hereby designates the individual listed herein below as the Owner's Designated Representative (ODR), who shall have express authority to act and bind the County to the extent authorized by law and to the extent and for the purposes described in the Contract Documents, including responsibilities for general administration of the Project. Unless otherwise specifically provided for, the ODR is the single point of contact between the County and Architect.

The ODR authorized to act on the County's behalf with respect to the Project and this Agreement is:

Joe Latteo (or successor)  
Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1599  
Fax: (512) 930-3313

## SECTION IX

### LIMIT OF APPROPRIATION

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

## SECTION X

### REVISION TO ARCHITECTURAL WORK PRODUCT

Architect shall make, without expense to County, revisions to all reports, plans, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by Architect (collectively referred to herein as the "Architectural Work Product(s)") as may be required to correct negligent errors or omissions so the Architectural Work Product meets the needs of County. However, any revisions, additions, or other modifications made at County's request, which involve extra services and expenses to Architect, shall entitle Architect to additional compensation for such extra services and expenses.

## SECTION XI

### INSURANCE REQUIREMENTS

During the life of this Agreement, Architect agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate. Architect shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00.
- E. In the event Architect is self-insured in connection with any or all of the above-required insurance policies, Architect shall submit proof of such self-insurance and all financial statements as reasonably required by the County in order to determine the acceptability of such self-insurance.

Architect shall not commence any work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by County. Architect shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by County shall not relieve or decrease the liability of Architect hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Architect shall furnish County with a certification of coverage issued by the insurer. Architect shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

To the extent damages are covered by property insurance during construction, the County and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The County or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

It is the intention of the County and agreed to and hereby acknowledged by the Architect, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as required by law or a court of law with jurisdiction over the provisions of this Agreement.

## SECTION XII

### SUCCESSORS AND ASSIGNS

The County and the Architect bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the Architect shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

## SECTION XIII

### PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the Architect release any material or information developed in the performance of its services hereunder without the express written permission of the County.

## SECTION XIV

### COMPLIANCE AND STANDARDS

The Architect shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural profession to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Architect's performance.

## SECTION XV

### OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all Architectural Work Product prepared pursuant to this Agreement by the Architect and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed Architectural Work Product prepared pursuant to this Agreement by the Architect shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The Architect may retain one (1) set of reproducible copies of such documents and such copies shall be for the Architect's sole use. The Architect is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County, which may not be unreasonably withheld.

## SECTION XVI

### INDEMNIFICATION

**THE ARCHITECT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF THE ARCHITECT, ITS AGENTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE ARCHITECT OR OF ANY PERSON EMPLOYED BY THE ARCHITECT. THE ARCHITECT SHALL ALSO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES,**

**INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE ARCHITECT, ITS AGENTS OR EMPLOYEES.**

## SECTION XVII

### MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## SECTION XVIII

### DISPUTE RESOLUTION AND CONSEQUENTIAL DAMAGES

#### A. MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
2. The County and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.
3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. However, if the parties are unable to fully resolve the claims, disputes and other matters in question between them by mediation, either party may proceed with the institution of legal or equitable proceedings.
4. The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.



## 2. CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and County waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this contract.

## SECTION XIX

### MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

## SECTION XX

### SEVERABILITY

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

## SECTION XXI

### VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

## SECTION XXII

### EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## SECTION XXIII

### 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.

## SECTION XXIV

### CONSTRUCTION

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

## SECTION XXV

### RELATIONSHIP OF THE PARTIES

Each party to this Agreement, 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.

## SECTION XXVI

### 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 County, its past or present officers, employees, or agents or

employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

## SECTION XXVII

### NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

## SECTION XXVIII

### COMPLAINTS

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the Architect's professional practices. The TBAE is located at 333 Guadalupe, Suite II-350, Austin, Texas 78701; mailing address is P.O. Box 12337, Austin, Texas 78711; and can be reached by phone at (512) 305-9000.

## SECTION XXIX

### MEANING OF TERMS

Except as otherwise expressly set forth herein, the terms in this Agreement shall have the same meaning as those in the County's General Conditions, current as of the date of this Agreement.

## SECTION XXX

### STATUTE OF LIMITATIONS

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

## SECTION XXXI

## HAZARDOUS MATERIALS

Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

## SECTION XXXII

### ARCHITECT'S PROMOTIONAL AND PROFESSIONAL MATERIALS

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the County's confidential or proprietary information if the County has previously advised the Architect in writing of the specific information considered by the County to be confidential or proprietary. The County shall provide professional credit for the Architect in the County's promotional materials for the Project.

## SECTION XXXIII

### EXECUTION OF CERTIFICATES

If the County requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

## SECTION XXXIV

### EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. This Agreement shall not become effective until executed by all parties hereto. The Architect's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that Architect has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

**WILLIAMSON COUNTY:**

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

Dan A. Gattis  
Williamson County Judge

Date Signed: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nancy Rister  
Williamson County Clerk

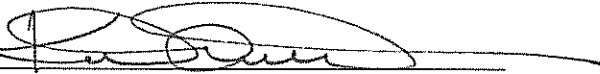
Reviewed as to Form By:

\_\_\_\_\_  
Assistant Williamson County Attorney

\_\_\_\_\_  
Williamson County Contract  
Management Auditor

**ARCHITECT:**

**KEITH HICKMAN  
D/B/A KA HICKMAN ARCHITECTS AND INTERIOR DESIGNERS,  
A SOLE PROPRIETORSHIP**

By: 

Printed Name: Keith A. Hickman

Title: Principal

Date Signed: 2 June, 2009

## EXHIBIT A

### SUPPLEMENT TO BASIC SERVICES

The following shall serve as a supplement to the Basic Services described in Section II. of the Agreement. In the event there is a conflict between the following provisions of this Supplement to Basic Services and the provisions of the Basic Services described in Section II. of the Agreement, the provisions of the Basic Services described in Section II. shall control.

The scope of the Project is design services to include assessment and programming for the following facilities:

Williamson County Tax Assessor/Collector Offices  
904 South Main Street (Current Facility)  
905 and 909 Austin Avenue (Recently Purchased)

The services shall include the following phases:

- I. Assessment Phase:** To prepare a technical analysis of the currently occupied facility and the recently purchased adjacent facilities (to be incorporated into the future Tax Assessor/Collector Offices for Williamson County operations). Following are the consultants that we recommend be a part of this Phase.

[Note: A Report of Property Condition Survey prepared by Baer Engineering and Environmental Consulting, Inc. for all facilities has been received and evaluated for usefulness while preparing the scope of work.]

A. Architectural – KAHickman Architects and Interior Designers

1. Owner Representative
2. Coordination of Consultants
3. Architect of Record
4. Code Research

B. Interior Design – KAHickman Architects and Interior Designers

1. Field verify all Building's (existing partitions, doors, millwork, plumbing, lighting, electrical and special architectural details)
2. Create AutoCAD files
3. Area calculations will be provided for each suite and common areas. Area building tabulations will be based on BOMA measuring method.

C. Mechanical, Electrical & Plumbing – ESA

1. Heating and Cooling Load Analysis
2. Electrical Load Analysis
3. Comfort and Electrical Distribution Deficiencies
4. Primary Utility Service Analysis
5. Equipment Condition

- 6. System Suitability for Future Service
- 7. Mechanical/Plumbing ADA Issues
- 8. Indoor Air Quality Analysis

D. Roofing – Austech Roofing Consultants

1. Initial Review And Roof Examination

- (a). Review plans, and other documents related to roof, as provided by Client.
- (b). Interview Owner personnel regarding roof condition, roof history, and current leakage.
- (c). Visit Site and examine visible roof components, note, and photograph.
- (d). Watertesting or moisture survey.

2. Evaluation/Report Of Finding To Include:

- (a). General description of condition of roof and flashings.
- (b). Listing of visible deficiencies and Consultant's comments.
- (c). Recommendations.
- (d). Estimated probable cost to accomplish repair or replacement.
- (e). Photographs.

3. Survey does **not** include:

- (a). Wind uplift, or fire resistance testing, or analysis.

E. Structural-Datum Engineers

1. Initial Review

**Excludes:**

Soils reports, Civil, Landscape, and Site analysis.



## II. Programming Phase:

### A. Scope of Work & Assumptions:

1. **The team** proposes to make all necessary inquiries to facilitate the required collection of information to prepare a complete, accurately assessed and designed project.
2. The Programming Phase is based on a \$6,000,000.00 ultimate build-out (based on today's dollars) over the next ten years.
3. Take input from the workshops and design committee to develop a prioritized set of goals and objectives for the future of the county tax assessor/collector offices.
4. Specifically accomplished by conducting (3) three planning and design workshops with client-identified participants to determine specific goals for the tax assessor/collector office. We will summarize the work accomplished and the conclusions drawn from the workshops in a presentation notebook of facility design guidelines to be used as a basis for changes to the tax assessor/collectors office for a twenty (20) year plan.
  - (a). Workshop Overview
    - Session 1: Introductory Session
    - Session 2: Topic-based Workshops
    - Session 3: Summary Workshops

### B. Following are the consultants that are to be a part of this Phase.

1. Architectural – KAHickman Architects and Interior Designers
  - (a). Workshop Coordination
  - (b). Compiling Information from Workshops
  - (c). Interview County Personnel
  - (d). Facilitate Workshops
  - (e). Correspondence to Owner
  - (f). Prepare Master Plan Documents
2. Interior Design – KAHickman Architects and Interior Designers
  - (a). Attend Programming Workshops to establish primary Department needs (including current and 20 year growth projections), adjacencies, furniture system needs and cost analysis, special equipment, IT, and audio/visual needs.
  - (b). Attend follow up meetings to compile information gathered during Workshops.
  - (c). Collaborate and assist as needed in development of Master Plan documentation.

### **III. Construction Phase:**

#### **A. Scope of Work:**

1. Interior Finish Out and Exterior façade design.
2. Includes Furniture Selections & Bidding.

#### **B. Following are the consultants that are to be a part of this Phase**

1. Architectural – KAHickman Architects and Interior Designers
  - (a). Project Coordinator
  - (b). Architect of Record
  - (c). Interior Design
  - (d). Specifications
  - (e). Construction Documents
  - (f). Bidding/Proposals
  - (g). On-Site Project Observation
2. Interior Design & Furniture – KAHickman Architects and Interior Design
  - (a). Interior Design
  - (b). Color Selections
  - (c). Furniture Selections
  - (d). Construction Documents
  - (e). Specifications
  - (f). On-Site Project Observation
3. MEP Engineering – ESA (Energy Systems Associates)
  - (a). Mechanical, Electrical & Plumbing Design
  - (b). Construction Documents
  - (c). Specifications
4. Roof Consultant – Austech Roofing Consultant
5. Structural Engineering – Datum Engineering
  - (a). Structural Design
  - (b). Construction Documents
  - (c). Specifications
6. Landscape Architect – Larson, Burns, and Smith

All Reimbursables will be marked up 20%. These will include, but not limited to the following:

- Reprographic Fees
- Shipping & Delivery Fees
- Supplies associated with Project
- Final Documents
- Lunches/Breakfasts associated with Workshops
- Existing Construction Document Reproduction (Estimated at \$500.00)

- ADA Review of Construction Documents

**Estimated** Reimbursable Amount for the Project: **\$8,500.00**

Additional Services:

1. Geotechnical services can be provided for further soils reports to determine exact conditions of existing soil. Preliminary pricing has been researched for your reference.
2. Civil services can be provided to determine existing conditions of exterior paving, sidewalks & elevations. Preliminary pricing has been researched for your reference.

Phase I estimated Probable Cost of Construction:

14,046 sq.ft. x \$150.00\* = **\$2,106,900.00**

\*Includes furnishings

Advertisement for Guard Rail Materials for Unified Road and Bridge Systems  
Commissioners Court - Regular Session

Date: 06/09/2009  
Submitted By: Kerstin Hancock, Purchasing  
Department: Purchasing  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting Date of June 30, 2009 at 2:00pm to receive bids in the Purchasing Department for Guard Rail Materials.

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| Route Seq | Inbox                   | Approved By | Date                | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1         | Purchasing (Originator) | Bob Space   | 06/04/2009 10:13 AM | APRV   |
| 2         | County Judge Exec Asst. | Wendy Coco  | 06/04/2009 11:08 AM | APRV   |

Form Started By: Kerstin Hancock

Started On: 06/04/2009 08:42 AM

Final Approval Date: 06/04/2009

Advertisement for Rubber Asphalt Crack Sealer for Unified Road and Bridge Department  
Commissioners Court - Regular Session

Date: 06/09/2009  
Submitted By: Kerstin Hancock, Purchasing  
Department: Purchasing  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of June 30, 2009 at 2:00pm to receive bids in the Purchasing Department for Rubber-Asphalt Crack Sealer

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| Route Seq | Inbox                   | Approved By | Date                | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1         | Purchasing (Originator) | Bob Space   | 06/04/2009 10:13 AM | APRV   |
| 2         | County Judge Exec Asst. | Wendy Coco  | 06/04/2009 11:08 AM | APRV   |

Form Started By: Kerstin Hancock

Started On: 06/04/2009 09:17 AM

Final Approval Date: 06/04/2009

Approve advertising for Chain Link Fence Material and Services  
Commissioners Court - Regular Session

Date: 06/09/2009  
Submitted By: Barry Becker, Purchasing  
Department: Purchasing  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of June 30, 2009 at 2:30pm to receive bids in the Purchasing Department for Chain Link Fence Material and Services for Williamson County.

Background

Fiscal Impact

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

Attachments

*No file(s) attached.*

Form Routing/Status

| Route Seq | Inbox                   | Approved By | Date                | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1         | Purchasing (Originator) | Bob Space   | 06/04/2009 11:20 AM | APRV   |
| 2         | County Judge Exec Asst. | Wendy Coco  | 06/04/2009 02:45 PM | APRV   |

Form Started By: Barry Becker

Started On: 06/04/2009 10:18 AM

Final Approval Date: 06/04/2009



Park Donations, B/A, 6/9/09  
Commissioners Court - Regular Session

Date: 06/09/2009  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Melanie Denny  
Department: County Auditor  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

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

Background

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Fiscal Impact

| From/To | Acct No.         | Description    | Amount   | Sort Seq |
|---------|------------------|----------------|----------|----------|
|         | 0100.0000.367403 | Park Donations | \$779.00 | 01       |

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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Lisa Moore      Started On: 06/02/2009 10:50 AM  
Final Approval Date: 06/04/2009

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Park Donations, B/A, 6/9/09  
Commissioners Court - Regular Session

Date: 06/09/2009  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Melanie Denny  
Department: County Auditor  
Agenda Category: Regular Agenda Items

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Information

Agenda Item

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

Background

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Fiscal Impact

| From/To | Acct No.         | Description      | Amount   | Sort Seq |
|---------|------------------|------------------|----------|----------|
|         | 0100.0510.003670 | Use of Donations | \$779.00 | 01       |

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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Lisa Moore  
Started On: 06/02/2009 11:01 AM  
Final Approval Date: 06/04/2009

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Budget Order Amendment, 6/9/09  
Commissioners Court - Regular Session

Date: 06/09/2009  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Julie Kiley  
Department: County Auditor  
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on amending the 2008-2009 Budget Order, section V.2(f), and section XXIX.2, for Outside Employment for Off-Duty Peace Officers policy.

Background

Section V.2(f) is the attached proposed Off-Duty Peace Officers policy.

Section XXIX County Vehicles, 2.

Vehicle rates to be amended to: \$10 for all off-duty work.

County Auditor staff, County Attorney staff and Judge Gattis met with and worked with all the Constables and the Sheriff to present this draft for discussion and approval.

Fiscal Impact

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

Attachments

Link: [Outside Employment for Off-Duty Peace Officers](#)

Form Routing/Status

Form Started By: Lisa Moore      Started On: 06/02/2009 11:41 AM  
Final Approval Date: 06/04/2009

## OUTSIDE EMPLOYMENT FOR OFF-DUTY PEACE OFFICERS

1. The intentional or knowing use of county-owned or controlled assets to assist in the production of private income for a county officer or employee (or knowingly allowing such use by a subordinate) is generally prohibited by state law and could result in criminal prosecution, adverse employment action, or removal from office.
2. As a limited traditional exception recognized by law and as an approved employee benefit for county peace officers, equipment (including without limitation uniform items, radios, and vehicles) owned by Williamson County may be used in connection with special duty work in fire protection, law enforcement, or related activities for a separate and independent employer (public or private) during a county employee's off-duty hours in accordance with the following policy. Elected officials may regulate, at their own discretion, other forms of outside employment that do not involve work for the county or the use of county equipment. Use of county property except in accordance with this policy is prohibited.
3. This policy applies only to off-duty law enforcement or related work performed for a separate and independent employer at the sole option of the employee. Elected officials are, of course, free to control the use by on-duty employees of county equipment assigned to their department, but on-duty employees must be paid from the departmental budget. Work in the following categories performed by a non-exempt employee is considered on-duty time that must be compensated at the employee's regular or overtime rate, as applicable:
  - a. Work performed for the county itself or for its benefit (unless the duties are performed for another county department and have no connection with the employee's regular duties); or
  - b. Work performed at the direction of the employee's department or supervisors (including policing services provided by the department for a community event).
4. Pursuant to the U.S. Department of Labor Regulations contained in 29 C.F.R. Part 553, Sec. 553.227, peace officers and other public safety employees may be permitted (solely at the employee's option, with the consent of the elected department head) to engage in special duty work for a separate and independent employer (public or private) during their off-duty hours. Since this is separate employment, the rate of compensation for such work may differ from the employee's regular pay and the hours of work for the second employer are not combined with the hours worked for the primary public agency employer for purposes of overtime compensation.
5. Pursuant to the stated position of the U.S. Internal Revenue Service in auditing other agencies, any outside employer who wishes to hire an officer for special duty work permitted by this policy must allow a county agency to facilitate the employment and process payroll, including federal withholding. The outside employer must agree to make payment of the fee for such services directly to the county, which will establish procedures for the officers to receive their pay for the special detail through the agency's payroll system. The county will retain a fee for administrative expense.
6. Prior to the commencement of outside employment under this policy, the following documents must be executed:
  - a. A written agreement between the authorized agent of the department and the separate and independent outside employer defining the nature of the special duty work

to be performed, giving the consent of the department to the performance of the work, and providing that the outside employer will pay a fee directly to Williamson County in accordance with the payment schedule in paragraph 7 below for each employee/hour of services;

b. A written acknowledgment by the officer that he or she is undertaking the special duty work at the employee's sole option and not as an assignment from the department, and that payment to the employee in the amount set out in paragraph 7 below through the county payroll system will be contingent on payment by the outside employer; and

c. Written acknowledgment from both the employee and the outside employer that the county is providing only administrative services and is not a party to the agreement for special duty services between the officer and the independent employer. Thus, all issues relating to the scope, manner, or means of performance shall be strictly between the parties to the separate employment. Specifically and without limitation, the outside employer (and not the county) is liable for any and all potential liabilities in connection with the outside employment, including any employee rights under the Worker's Compensation or other employee-protection laws.

[NOTE ON PARAGRAPH 7: The following assumes that both governmental and non-governmental agencies will pay the same amount for fringe benefits, administrative fees, and vehicle use compensation. This is a policy decision that the Commissioners Court will need to make.]

7. a. The rate paid to the deputy by the independent outside employer shall be as negotiated between the parties. The outside employer shall also pay an additional 12.65% fringe (to cover employment taxes and the county's required workers compensation payments) and an additional \$2.00/hour to the county as an administrative fee.

b. If the deputy is on 24-hour call and has a take-home marked vehicle which he is required by his agency to use for commuting, and he uses that vehicle in connection with providing direct services to the outside employer (such as patrolling or traffic control, but not including merely commuting to or from the job site), the outside employer shall reimburse Williamson County at the rate of \$10.00 per hour. Internal Revenue Service regulations consider the use of an unmarked vehicle for private use to be additional taxable compensation.

8. All officers permitted outside employment under this policy must observe their normal standards of conduct during such employment and are subject to disciplinary action from their department if they fail to do so.

9. If an officer performing special work duties should observe the commission of a crime that requires response in the employee's official capacity as a Williamson County peace officer and outside the scope of the secondary employment (or if the officer is otherwise called to duty in an official capacity), the officer's performance in that capacity will be treated for payroll purposes as on-duty time and will not be billed to the outside employer.