

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

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

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|----------------|------------------|--------------------------|---------------|-----------------|
| From | 0100-0405-004209 | cell phone-pager | \$100.00 | 1 |
| To | 0100-0405-003900 | Membership Dues | \$100.00 | 2 |
| From | 0100-0405-004209 | cell phone-pager | \$114.86 | 3 |
| To | 0100-0405-004232 | Training Conf., Seminars | \$100.00 | 4 |
| From | 0100-0405-004209 | cell phone-pager | \$100.00 | 5 |
| To | 0100-0405-004211 | Telephone Service | \$114.86 | 6 |
| From | 0100-0405-004999 | Miscellaneous | \$359.74 | 7 |
| To | 0100-0405-004232 | Training Conf., Seminars | \$359.74 | 8 |

- Discuss and consider approving a line item transfer for Juvenile Services:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|----------------|------------------|-----------------------|---------------|-----------------|
| From | 0100-0576-003312 | Justice Benefits | 38,200.00 | |
| To | 0100-0576-003306 | Food Service | 13,000.00 | |
| To | 0100-0576-004106 | Counseling Services | 20,000.00 | |
| To | 0100-0576-004410 | Bond Premiums | 200.00 | |
| To | 0100-0576-004500 | Maintenance Contracts | 5,000.00 | |

- Discuss and consider approving a line item transfer for the County Clerk - Records Mgmt

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|----------------|------------------|---------------------|---------------|-----------------|
| From | 0385-0385-004550 | CC Rec Mgmt/Imaging | \$9,829 | |

| | | | | |
|----|------------------|---------------------------|---------|--|
| To | 0385-0385-005741 | CC Rec Mgmt/Comp Software | \$9,829 | |
|----|------------------|---------------------------|---------|--|

8. Discuss and consider a line item transfer for Emergency Communications.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|-----------------|--------------|---------|----------|
| From | 0100-581-001100 | F/T Salaries | 140,000 | |
| To | 0100-581-001110 | Overtime | 140,000 | |

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

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------|----------|----------|
| From | 0100.0494.004212 | Postage | \$350.00 | 01 |
| To | 0100.0494.004231 | Travel | \$350.00 | 02 |

10. Discuss and consider approving a line item transfer for Facilities

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|---------------------------|-----------|----------|
| From | 0100-0409-004510 | Non Dept/Facility Maint | \$218,839 | |
| To | 0100-0509-004510 | Facilities/Facility Maint | \$218,839 | |

11. Discuss and consider approving line item transfer for Justice of the Peace, Precinct 4:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------|-----------|----------|
| From | 0100.0454.004190 | Autopsies | \$1550.00 | |

| | | | | |
|----|------------------|--------------------------|-----------|--|
| to | 0100.0454.004192 | Transportation/Autopsies | \$1550.00 | |
|----|------------------|--------------------------|-----------|--|

- Discuss and consider approving a line item transfer for the District Courts:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------|---------|----------|
| from | 0100-0435-001100 | F/T Salaries | 2949.77 | |
| to | 0100-0435-001102 | P/T Salaries | 2949.77 | |
| from | 0100-0435-004125 | Transcripts | 8500.00 | |
| to | 0100-0435-004100 | Professional Services | 8500.00 | |

- Consider approving Justice of the Peace #4, May, 2009, monthly report in compliance with code of criminal procedure 103.005(b).
- Consider closing Willow Oak Lane from 16900-16904 on June 20th, 2009 from 4pm-10pm for a block party and loaning 12 cones and 6 barricades.
- Consider approving property tax collections for the month of May 2009 for the Williamson County Tax Assessor/Collector.
- Consider and take appropriate action on authorizing the transfer of various items including vehicles through inter-office transfer to County departments and/or auction/donation, destruction.
(Complete list filed with official minutes)

REGULAR AGENDA

- Recognition of Constable Bobby Gutierrez being award "Constable of the Year".

18. Discuss and take appropriate action regarding the designation of County Budget Officer pursuant to Section 111.062 Texas Local Government Code.
19. Discuss and take appropriate action on road bond program.
20. Discuss and consider approving Baker-Aicklen & Associates, Inc. Professional Service Agreement (PSA) for the development of design schematics and PS&E to upgrade CR 138 from SH 130 to CR 137.
21. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
22. Discuss and consider approving the recommended FY09 Community Development Block Grant funding allocations.
23. Discuss and take appropriate action on various County parks and trails, and park department projects
24. Discuss and take appropriate action on Agreement between City of Taylor and Williamson County Regarding Billboards.
25. 11:30 a.m. Recess Commissioners Court and convene a meeting of the San Gabriel Industrial Development Corporation Board of Directors.
26. Reconvene Commissioners Court following San Gabriel Industrial Development Corporation Board of Directors meeting.
27. Consideration and action with respect to a "Resolution Approving an Agreement by San Gabriel Industrial Development Corporation to Issue Bonds for AirBorn, Inc. and the Bond Resolution Providing for the Issuance of Such Bonds."

28. Discuss and consider approving position re-assignment for the Jail
29. Discuss and take action on the First Amendent of the Williamson County Animal Shelter Agreement.
30. 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.
31. Consider awarding contracts to WEB-TPA Employer Services, LLC and National Employee Benefit Companies, Inc. (d/b/a IDEALSCRIPTS) for THIRD PARTY ADMINISTRATOR FOR THE WILLIAMSON COUNTY INDIGENT HEALTH CARE PROGRAM, RFP# 09WCP814.
32. 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.
33. Consider authorizing advertising and setting date of July 8, 2009 at 2:00pm in the Purchasing Department to receive bids for the Gas Service Extension for the New Round Rock Annex, Bid #09WC719.
34. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for June 2009
Voluntary Duty:

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|----------------|------------------|------------------------------|---------------|-----------------|
| | 0100.0000.341220 | Voluntary Duty Rev, SO | \$1,284.21 | 01 |
| | 0100.0000.341226 | Voluntary Duty Rev, Juv Serv | \$152.08 | 02 |

| | | | | |
|--|------------------|--------------------------|----------|----|
| | 0100.0000.341230 | Voluntary Duty Admin Fee | \$170.21 | 03 |
|--|------------------|--------------------------|----------|----|

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

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------|------------|----------|
| | 0100.0560.001117 | Voluntary Duty Pay | \$1,140.00 | 01 |
| | 0100.0560.002010 | FICA | \$87.21 | 02 |
| | 0100.0560.002050 | Worker's Comp | \$57.00 | 03 |
| | 0100.0576.001117 | Voluntary Duty Pay | \$135.00 | 04 |
| | 0100.0576.002010 | FICA | \$10.33 | 05 |
| | 0100.0576.002050 | Worker's Comp | \$6.75 | 06 |

EXECUTIVE SESSION

36. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
37. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
38. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
39. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)
40. Discuss and take appropriate action on real estate.

41. Discuss and take appropriate action on pending or contemplated litigation.
42. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
43. Discuss and take appropriate action concerning personnel matters.
44. Comments from Commissioners.

Dan A. Gattis, County Judge

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

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: Raymond Nelson, Veteran Services
 Submitted For: Raymond Nelson
 Department: Veteran Services
 Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------------|----------|----------|
| From | 0100-0405-004209 | cell phone-pager | \$100.00 | 1 |
| To | 0100-0405-003900 | Membership Dues | \$100.00 | 2 |
| From | 0100-0405-004209 | cell phone-pager | \$114.86 | 3 |
| To | 0100-0405-004232 | Training Conf., Seminars | \$100.00 | 4 |
| From | 0100-0405-004209 | cell phone-pager | \$100.00 | 5 |
| To | 0100-0405-004211 | Telephone Service | \$114.86 | 6 |
| From | 0100-0405-004999 | Miscellaneous | \$359.74 | 7 |
| To | 0100-0405-004232 | Training Conf., Seminars | \$359.74 | 8 |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------------|----------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 06/08/2009 02:47 PM | APRV |
| 4 | Budget | Ashlie Koenig | 06/08/2009 03:01 PM | APRV |
| 5 | Veteran Services (Originator) | Raymond Nelson | 06/08/2009 03:36 PM | APRV |
| 8 | Veteran Services (Originator) | Raymond Nelson | 06/10/2009 11:42 AM | APRV |

11 Veteran Services Raymond 06/10/2009 12:58 PM APRV
 (Originator) Nelson
Form Started By: Raymond Nelson Started On: 06/08/2009 02:00
Final Approval Date: 06/10/2009 PM

BLI Transfer

Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: Robyn Murray, Juvenile Services
 Submitted For: Robyn Murray
 Department: Juvenile Services
 Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------|-----------|----------|
| From | 0100-0576-003312 | Justice Benefits | 38,200.00 | |
| To | 0100-0576-003306 | Food Service | 13,000.00 | |
| To | 0100-0576-004106 | Counseling Services | 20,000.00 | |
| To | 0100-0576-004410 | Bond Premiums | 200.00 | |
| To | 0100-0576-004500 | Maintenance Contracts | 5,000.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 06/11/2009 01:33 PM | APRV |
| 4 | Budget | Ashlie Koenig | 06/12/2009 09:48 AM | APRV |

Form Started By: Robyn Murray

Started On: 06/11/2009 11:37 AM

Final Approval Date: 06/12/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/16/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the County Clerk - Records Mgmt

Background

Because we are changing the credit card companies that we use to Certified Payments, we will have to change our internet site for our Public Records searches. This transfer will cover the expense/licensing to make that happen.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|---------------------------|---------|----------|
| From | 0385-0385-004550 | CC Rec Mgmt/Imaging | \$9,829 | |
| To | 0385-0385-005741 | CC Rec Mgmt/Comp Software | \$9,829 | |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 06/11/2009 11:49 AM

Final Approval Date: 06/11/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: John Sneed, EMS
 Submitted For: John Sneed
 Department: EMS
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider a line item transfer for Emergency Communications.

Background

There was a coding error made that was pulling overtime pay out of the full time pay line item. Once it was discovered the money was moved back into the full time line item thus leaving us without any overtime money for the rest of FY-09. We have hired 16 new employees this fiscal year. 10 of them are still in their credentialing process and thus not cleared to work independently. The amount of money to be transferred is our best estimate to finish out this fiscal year.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|-----------------|--------------|---------|----------|
| From | 0100-581-001100 | F/T Salaries | 140,000 | |
| To | 0100-581-001110 | Overtime | 140,000 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 06/11/2009 09:59 AM | APRV |
| 4 | Budget | Ashlie Koenig | 06/11/2009 11:58 AM | APRV |

Form Started By: John Sneed
 Started On: 06/11/2009 09:28 AM

Final Approval Date: 06/11/2009

LIT, Purchasing, 6/19/09
 Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: Lisa Moore, County Auditor
 Submitted For: Bob Space
 Department: County Auditor
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Purchasing:

Background

Transfer required to cover unexpected employee travel expenses.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-------------|----------|----------|
| From | 0100.0494.004212 | Postage | \$350.00 | 01 |
| To | 0100.0494.004231 | Travel | \$350.00 | 02 |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 06/11/2009 09:59 AM | APRV |
| 4 | Budget | Ashlie Koenig | 06/11/2009 11:55 AM | APRV |

Form Started By: Lisa Moore
 Started On: 06/10/2009 04:56 PM

Final Approval Date: 06/11/2009

Line Item Transfer
 Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: Ashlie Koenig, County Judge
 Department: County Judge
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Facilities

Background

This transfer is done annually. Each year during May/June we review budget to see if funds are available to conduct facility repairs (See attached) that extend beyond the normal "maintenance" dollars allotted.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|---------------------------|-----------|----------|
| From | 0100-0409-004510 | Non Dept/Facility Maint | \$218,839 | |
| To | 0100-0509-004510 | Facilities/Facility Maint | \$218,839 | |

Attachments

Link: [Facility Repairs](#)

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 06/10/2009 10:11 AM | APRV |
| 4 | Budget (Originator) | Ashlie Koenig | 06/10/2009 11:20 AM | APRV |

Form Started By: Ashlie Koenig
 Started On: 06/10/2009 09:28 AM

Final Approval Date: 06/10/2009

| FY 09 Year End Projects | | | | |
|-------------------------|--------------------------------|--|---|-----------------------------------|
| Priority | Building | Item | Justification | Estimated Cost |
| 2 | Juv Justice Cntr | Repair sewer line | The sewer line in the detention area was found to be broken between two ceils | \$5,850 |
| 1 | Jail North | Replace mechanical fire damper with motorized dampers | The mechanical dampers allow the wind to blow back down the ductwork putting hot or cold air into the internal areas. This makes it difficult to maintain temperature which in turn increases energy consumption \$700 Design, \$12,680 Dampers | \$19,680 |
| 3 | Jail South | Replace hot/cold water mixing valves valve | Fixtures are worn out. The primary causes are the hard water and repeated rebuilding of valves. | 24 ea @ \$1300 Total \$31,000 |
| 4 | Juv Justice Center | Replace HVAC with larger unit | The concept of the use of this room has changed. It was primarily going to be a phone room with minimal servers. Due to the increase in the amount of equipment the HVAC system can no longer maintain the proper temperature. | \$12,309 |
| 5 | Central Texas Treatment Center | Replace individual through the wall units in the clients rooms with a centralized HVAC system. | One wing has already been converted. It was more cost effective than replacing the units that were no longer repairable. It also reduced the main hours it takes to maintain the individual system | \$19,335 per wing. Total \$58,000 |
| 6 | Central Texas Treatment Center | Automated Logic Controls | It allows us to monitor and control the temperature throughout the facility. They have their policy on the temperature setting that they want to maintain. | \$30,000 est. |
| 7 | Innerloop annex | Replace roof over Probation | Roof is a rubber type roof, 15 yrs old and at the end of its life (leaking) with numerous repairs | \$62,000 |

Line Item Transfer for JP 4
 Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: Jessica Schmidt, J.P. Pct. #4
 Submitted For: Jessica Schmidt
 Department: J.P. Pct. #4
 Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving line item transfer for Justice of the Peace, Precinct 4:

Background

Due to unforeseen increase in number of deaths requiring autopsies requires line item transfer of \$1,500.00 from Autopsies 0100-0454-004190 to 0100-0454-004192 Transportation/Autopsies.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------------|-----------|----------|
| From | 0100.0454.004190 | Autopsies | \$1550.00 | |
| to | 0100.0454.004192 | Transportation/Autopsies | \$1550.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 06/08/2009 02:47 PM | APRV |
| 4 | Budget | Ashlie Koenig | 06/08/2009 03:01 PM | APRV |

Form Started By: Jessica Schmidt
 Started On: 06/08/2009 02:11 PM

Final Approval Date: 06/08/2009

Line Item Transfer
 Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: Brenda Wilburn, 26th District Court
 Department: 26th District Court
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a line item transfer for the District Courts:

Background

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|-----------------------|---------|----------|
| from | 0100-0435-001100 | F/T Salaries | 2949.77 | |
| to | 0100-0435-001102 | P/T Salaries | 2949.77 | |
| from | 0100-0435-004125 | Transcripts | 8500.00 | |
| to | 0100-0435-004100 | Professional Services | 8500.00 | |

Attachments

No file(s) attached.

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1 | County Judge Exec Asst. | Wendy Coco | 06/11/2009 09:59 AM | APRV |
| 4 | Budget | Ashlie Koenig | 06/11/2009 11:57 AM | APRV |

Form Started By: Brenda Wilburn
 Started On: 06/10/2009 05:04 PM

Final Approval Date: 06/11/2009

Justice of the Peace #4 May, 2009, monthly report in compliance with code of criminal procedure 103.005(b)

Commissioners Court - Regular Session

Date: 06/16/2009

Submitted By: Bonnie Hilton, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Consider approving Justice of the Peace #4, May, 2009, monthly report in compliance with code of criminal procedure 103.005(b).

Background

Fiscal Impact

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

Attachments

Link: [EOM REPORT 05-09 JP#4](#)

Form Routing/Status


Form Started By: Bonnie Hilton Started On: 06/10/2009 09:29 AM

Final Approval Date: 06/10/2009

**IN COMPLIANCE WITH ARTICLE 1003
CODE OF CRIMINAL PROCEDURE**

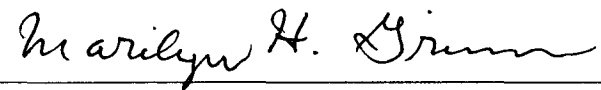
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of May, 2009.

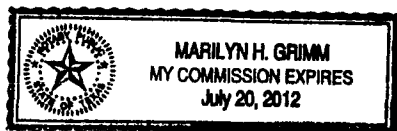


**JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR**

1st day of June, 2009 to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



| Case Number | Tran Date | Tran Number | FILING FEES | ABSTRACT OF JUDGMENTS | WRITS | OUT OF COUNTY SERVICE | MISC. | COURT REPORTER FEES | CIVIL LEGAL SERVICES | PRECINCT 4 CONSTABLE SERVICE | PRECINCT 1 CONSTABLE SERVICE | PRECINCT 2 CONSTABLE SERVICE | PRECINCT 3 CONSTABLE SERVICE | ALL OTHER FEES | TOTAL PAID (ROW) | PAID BY |
|--|-----------|-------------|-------------|-----------------------|-------|-----------------------|-------|---------------------|----------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------|------------------|---------|
| CI-EV 090262-0 TIMOTHY HENDRICKS | 05/01/09 | 9273 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-JC 090063-0 CONN APPLIANCES DBA CONN'S | 05/04/09 | 9274 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-JC 090064-0 FIA CARD SERVICES C/O MANN BRA | 05/04/09 | 9275 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-JC 090065-0 ARROW FINANCIAL/WASHINGTON MUT | 05/04/09 | 9276 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-JC 090066-0 TARGET NATIONAL BANK | 05/04/09 | 9277 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-JC 090067-0 LVNV FUNDING LLC C/O MICHAEL J | 05/04/09 | 9278 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-EV 090263-0 HENNA TOWNHOMES/LOIS COFFIELD, | 05/04/09 | 9279 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090264-0 MERS AS NOMINEE FOR GREEN TREE | 05/04/09 | 9280 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-SC 090027-0 BENNIE TOMCEK | 05/04/09 | 9281 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-EV 090265-0 COUNTRYWIDE HOME LOANS/MASSACH | 05/04/09 | 9282 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090266-0 ALICE CHAMBERS | 05/04/09 | 9283 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-EV 090185-0 DEUTSCHE BANK NAT'L TRUST AS T | 05/05/09 | 9284 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-JC 090049-0 BANK OF AMERICA C/O HOSTO & BU | 05/05/09 | 9285 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | 5.00 | |
| CI-EV 070535-0 GUILLERMO G.ESPINOSA | 05/05/09 | 9286 | .00 | 5.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | |
| CI-EV 090145-0 GUILLERMO G.ESPINOSA | 05/05/09 | 9287 | .00 | 5.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | |
| CI-EV 090267-0 KLS PROPERTIES | 05/07/09 | 9288 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090268-0 KLS PROPERTIES | 05/07/09 | 9289 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-EV 090269-0 U. S. BANK, N.A. | 05/07/09 | 9290 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090270-0 FANNIE MAE AKA FEDERAL NATIONA | 05/07/09 | 9291 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090271-0 AURORA LOAN SERVICES | 05/07/09 | 9292 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090272-0 DYRON TAYLOR | 05/07/09 | 9293 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090273-0 JET GROUP MANAGEMENT | 05/07/09 | 9294 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090274-0 PROGRESSIVE REAL ESTATE MGMT. | 05/07/09 | 9295 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| Page Totals: | | | 475.00 | 10.00 | 5.00 | .00 | .00 | .00 | 38.00 | 1270.00 | .00 | .00 | .00 | 5.00 | 1803.00 | |
| Cumulative Sub Totals: | | | 475.00 | 10.00 | 5.00 | .00 | .00 | .00 | 38.00 | 1270.00 | .00 | .00 | .00 | 5.00 | 1803.00 | |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | FILING FEES | ABSTRACT OF JUDGMENTS | WRITS | OUT OF COUNTY SERVICE | MISC. | COURT REPORTER FEES | CIVIL LEGAL SERVICES | PRECINCT 4 CONSTABLE SERVICE | PRECINCT 1 CONSTABLE SERVICE | PRECINCT 2 CONSTABLE SERVICE | PRECINCT 3 CONSTABLE SERVICE | ALL OTHER FEES | TOTAL PAID (ROW) | PAID BY |
|--------------------------------|-----------|-------------|-------------|-----------------------|-------|-----------------------|-------|---------------------|----------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------|------------------|---------|
| CI-EV 090275-0 | 05/07/09 | 9296 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| RAFAEL A. MARCANO AND EDMARIE | | | | | | | | | | | | | | | | |
| CI-IN 090043-0 | 05/07/09 | 9297 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | 5.00 | |
| IN THE MATTER OF THE DEATH OF | | | | | | | | | | | | | | | | |
| CI-EV 090276-0 | 05/07/09 | 9298 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| GENE DELLAVALLE/TERRY GODBOLD, | | | | | | | | | | | | | | | | |
| CI-IN 090034-0 | 05/08/09 | 9299 | .00 | .00 | .00 | .00 | 21.00 | .00 | .00 | .00 | .00 | .00 | .00 | 28.00 | 49.00 | |
| IN THE MATTER OF THE DEATH OF | | | | | | | | | | | | | | | | |
| CI-IN 090022-0 | 05/08/09 | 9300 | .00 | .00 | .00 | .00 | 21.00 | .00 | .00 | .00 | .00 | .00 | .00 | 44.00 | 65.00 | |
| IN THE MATTER OF THE DEATH OF | | | | | | | | | | | | | | | | |
| CI-EV 090277-0 | 05/08/09 | 9301 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| SHERRI AND NOEL ILAGAN | | | | | | | | | | | | | | | | |
| CI-EV 090285-0 | 05/11/09 | 9302 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090286-0 | 05/11/09 | 9303 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090287-0 | 05/11/09 | 9304 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090278-0 | 05/11/09 | 9305 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090279-0 | 05/11/09 | 9306 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090288-0 | 05/11/09 | 9307 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| SUMMERSET APARTMENTS | | | | | | | | | | | | | | | | |
| CI-EV 090280-0 | 05/11/09 | 9308 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090289-0 | 05/11/09 | 9309 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| SUMMERSET APARTMENTS | | | | | | | | | | | | | | | | |
| CI-EV 090281-0 | 05/11/09 | 9310 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090290-0 | 05/11/09 | 9311 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| SUMMERSET APARTMENTS | | | | | | | | | | | | | | | | |
| CI-EV 090282-0 | 05/11/09 | 9312 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090283-0 | 05/11/09 | 9313 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090291-0 | 05/11/09 | 9314 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| SUMMERSET APARTMENTS | | | | | | | | | | | | | | | | |
| CI-EV 090284-0 | 05/11/09 | 9315 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| CI-EV 090292-0 | 05/11/09 | 9316 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| SUMMERSET APARTMENTS | | | | | | | | | | | | | | | | |
| CI-EV 090293-0 | 05/11/09 | 9317 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| SUMMERSET APARTMENTS | | | | | | | | | | | | | | | | |
| CI-EV 090294-0 | 05/11/09 | 9318 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| TRAMOR PROPERTIES | | | | | | | | | | | | | | | | |
| Page Totals: | | | 500.00 | .00 | .00 | .00 | 42.00 | .00 | 40.00 | 1750.00 | .00 | .00 | .00 | 77.00 | 2409.00 | |
| Cumulative Sub Totals: | | | 975.00 | 10.00 | 5.00 | .00 | 42.00 | .00 | 78.00 | 3020.00 | .00 | .00 | .00 | 82.00 | 4212.00 | |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | FILING FEES | ABSTRACT OF JUDGMENTS | WRITS | OUT OF COUNTY SERVICE | MISC. | COURT REPORTER FEES | CIVIL LEGAL SERVICES | PRECINCT 4 CONSTABLE SERVICE | PRECINCT 1 CONSTABLE SERVICE | PRECINCT 2 CONSTABLE SERVICE | PRECINCT 3 CONSTABLE SERVICE | ALL OTHER FEES | TOTAL PAID (ROW) | PAID BY |
|--|-----------|-------------|-------------|-----------------------|-------|-----------------------|-------|---------------------|----------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------|------------------|---------|
| THE TRAILS AT CRYSTAL PARK | | | | | | | | | | | | | | | | |
| CI-SC 090024-0 GLENDA ROEGLIN | 05/11/09 | 9319 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-EV 090295-0 AMERICAN HOME MORTGAGE SERVI | 05/11/09 | 9320 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090296-0 COLONIAL GRAND AT ASHTON OAKS/ | 05/11/09 | 9321 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090228-0 MARCIA HAGLER | 05/11/09 | 9322 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090297-0 MESA RIDGE APARTMENTS | 05/11/09 | 9323 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090220-0 NORTH LOOP RENTALS | 05/12/09 | 9324 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090220-0 NORTH LOOP RENTALS | 05/12/09 | 9325 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| CI-EV 090298-0 BERNARDO PACHECO | 05/12/09 | 9326 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090299-0 JULIAN AND ERENDIDA RODRIGUEZ | 05/12/09 | 9327 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090300-0 MARCIA HAGLER | 05/12/09 | 9328 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090301-0 ALEXAN PALM VALLEY/ELIZABETH M | 05/12/09 | 9329 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-IN 090051-0 IN THE MATTER OF THE DEATH OF | 05/14/09 | 9330 | .00 | .00 | .00 | .00 | 21.00 | .00 | .00 | .00 | .00 | .00 | .00 | 56.00 | 77.00 | |
| CI-EV 090302-0 RAY VANN | 05/14/09 | 9331 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090073-0 WALLACE V. LOCKWOOD | 05/15/09 | 9332 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090303-0 WATERS PROPERTY MANAGEMENT | 05/15/09 | 9333 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-SC 090028-0 RICKER AND ASSO. LP | 05/15/09 | 9334 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090304-0 MONTELENA APARTMENTS | 05/15/09 | 9335 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090210-0 TRAMOR PROPERTIES | 05/18/09 | 9336 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090305-0 TRAMOR PROPERTIES | 05/18/09 | 9337 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090306-0 BRISTILE PROPERTIES | 05/18/09 | 9338 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-EV 080784-0 LAURA OLIVAREZ/STEVE NASTRI | 05/18/09 | 9339 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090307-0 TRAMOR PROPERTIES | 05/18/09 | 9340 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| Page Totals: | | | 375.00 | 10.00 | 25.00 | .00 | 21.00 | .00 | 30.00 | 2080.00 | .00 | .00 | .00 | 56.00 | 2597.00 | |
| Cumulative Sub Totals: | | | 1350.00 | 20.00 | 30.00 | .00 | 63.00 | .00 | 108.00 | 5100.00 | .00 | .00 | .00 | 138.00 | 6809.00 | |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | FILING FEES | ABSTRACT OF JUDGMENTS | WRITS | OUT OF COUNTY SERVICE | MISC. | COURT REPORTER FEES | CIVIL LEGAL SERVICES | PRECINCT 4 CONSTABLE SERVICE | PRECINCT 1 CONSTABLE SERVICE | PRECINCT 2 CONSTABLE SERVICE | PRECINCT 3 CONSTABLE SERVICE | ALL OTHER FEES | TOTAL PAID (ROW) | PAID BY |
|--|-----------|-------------|-------------|-----------------------|-------|-----------------------|-------|---------------------|----------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------|------------------|---------|
| CI-EV 080784-0 LAURA OLIVAREZ/STEVE NASTRI | 05/18/09 | 9341 | .00 | .00 | -5.00 | .00 | .00 | .00 | .00 | -150.00 | .00 | .00 | .00 | .00 | -155.00 | |
| CI-JC 090068-0 CAPITAL ONE, NA | 05/19/09 | 9342 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-EV 090308-0 AUSTIN-EVERGREEN PROPERTIES | 05/19/09 | 9343 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-SC 090024-0 RITA PENNEY | 05/19/09 | 9344 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090309-0 JEFF PARKER/CHRIS WARREN REALT | 05/19/09 | 9345 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090310-0 ERIC & SHERIANNE LINDBERG/JERR | 05/19/09 | 9346 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-SC 090013-0 WES WALTERS REALTY INC. | 05/19/09 | 9347 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 15.00 | |
| CI-EV 090311-0 COLONIAL VILLAGE @ SIERRA VIST | 05/19/09 | 9348 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-JC 080178-0 ARROW FINANCIAL SERVICES | 05/19/09 | 9349 | .00 | 5.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | |
| CI-JC 090030-0 TERRY'S BODY SHOP, INC. C/O TE | 05/21/09 | 9350 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-SC 080081-0 ERIN MCCARDLE | 05/21/09 | 9351 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | 5.00 | |
| CI-JC 030017-0 CITY NATIONAL BANK OF TAYLOR | 05/21/09 | 9352 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-JC 030018-0 CITY NATIONAL BANK OF TAYLOR | 05/21/09 | 9353 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090312-0 THE ARBORS OF TAYLOR/TONI THOM | 05/21/09 | 9354 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090313-0 BENJAMIN WHITFIELD/MIKE GONZAL | 05/21/09 | 9355 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090314-0 MELISSA RADOE | 05/21/09 | 9356 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090229-0 WELLS FARGO BANK | 05/21/09 | 9357 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090230-0 FEDERAL NATIONAL MORTGAGE ASSO | 05/21/09 | 9358 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090235-0 COUNTRYWIDE HOME LOANS LP | 05/21/09 | 9359 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090315-0 FEDERAL NATIONAL MORTGAGE ASSO | 05/21/09 | 9360 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-EV 090316-0 WELLS FARGO BANK AS TRUSTEE | 05/21/09 | 9361 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090317-0 GILLEJARZA C/O PRIME PROPERTIE | 05/21/09 | 9362 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-EV 090318-0 FRANCES FITTING C/O PRIME PROP | 05/21/09 | 9363 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| Page Totals: | | | 325.00 | 20.00 | 25.00 | .00 | .00 | .00 | 26.00 | 1870.00 | .00 | .00 | .00 | 5.00 | 2271.00 | |
| Cumulative Sub Totals: | | | 1675.00 | 40.00 | 55.00 | .00 | 63.00 | .00 | 134.00 | 6970.00 | .00 | .00 | .00 | 143.00 | 9080.00 | |

| Case Number | Tran Date | Tran Number | FILING FEES | ABSTRACT OF JUDGMENTS | WRITS | OUT OF COUNTY SERVICE | MISC. | COURT REPORTER FEES | CIVIL LEGAL SERVICES | PRECINCT 4 CONSTABLE SERVICE | PRECINCT 1 CONSTABLE SERVICE | PRECINCT 2 CONSTABLE SERVICE | PRECINCT 3 CONSTABLE SERVICE | ALL OTHER FEES | TOTAL PAID (ROW) | PAID BY |
|--|-----------|-------------|-------------|-----------------------|-------|-----------------------|-------|---------------------|----------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------|------------------|---------|
| CI-EV 090319-0 RED HILLS VILLAS | 05/21/09 | 9364 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090320-0 RED HILLS VILLAS | 05/21/09 | 9365 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090321-0 RED HILLS VILLAS | 05/21/09 | 9366 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090322-0 RED HILLS VILLAS | 05/21/09 | 9367 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090323-0 AVANTA MANAGEMENT GROUP / THOM | 05/22/09 | 9368 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090324-0 STEVEN TON/JULIE TRUONG | 05/26/09 | 9369 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-EV 090247-0 NOTARO PROPERTIES/APRIL REALTY | 05/26/09 | 9370 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090325-0 AURORA LOAN SERVICES/LAW OFFIC | 05/26/09 | 9371 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090326-0 WELLS FARGO BANK NA | 05/26/09 | 9372 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-EV 090327-0 CHASE HOME FINANCE LLC | 05/26/09 | 9373 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-JC 090069-0 DODEKA LLC | 05/26/09 | 9374 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-JC 090070-0 ARROW FINANCIAL SERVICES LLC/W | 05/26/09 | 9375 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-JC 090071-0 ARROW FINANCIAL/WELLS FARGO C/ | 05/26/09 | 9376 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-JC 090072-0 HSBC BANK NEVADA C/O MANN BRAC | 05/26/09 | 9377 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-JC 090073-0 HSBC BANK NEVADA C/O MANN BRAC | 05/26/09 | 9378 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | .00 | .00 | .00 | 27.00 | |
| CI-EV 090328-0 JOSEPH BENEAT | 05/26/09 | 9379 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090329-0 SIMON/HEATHER REEVES C/O PRIME | 05/26/09 | 9380 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090234-0 SUMMERSET APARTMENTS | 05/28/09 | 9381 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090330-0 AGAPE REALTY MANAGEMENT LLC | 05/28/09 | 9382 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090331-0 ALBERT STEWART | 05/28/09 | 9383 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 140.00 | .00 | .00 | .00 | .00 | 167.00 | |
| CI-EV 090332-0 WELLS FARGO BANK | 05/28/09 | 9384 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| CI-EV 090240-0 KLS PROPERTY | 05/29/09 | 9385 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 | |
| CI-EV 090333-0 | 05/29/09 | 9386 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 | |
| Page Totals: | | | 500.00 | .00 | 15.00 | .00 | .00 | .00 | 40.00 | 1710.00 | .00 | .00 | .00 | .00 | 2265.00 | |
| Cumulative Sub Totals: | | | 2175.00 | 40.00 | 70.00 | .00 | 63.00 | .00 | 174.00 | 8680.00 | .00 | .00 | .00 | 143.00 | 11345.00 | |

| Case Number | Tran Date | Tran Number | FILING FEES | ABSTRACT OF JUDGMENTS | WRITS | OUT OF COUNTY SERVICE | MISC. | COURT REPORTER FEES | CIVIL LEGAL SERVICES | PRECINCT 4 CONSTABLE SERVICE | PRECINCT 1 CONSTABLE SERVICE | PRECINCT 2 CONSTABLE SERVICE | PRECINCT 3 CONSTABLE SERVICE | ALL OTHER FEES | TOTAL PAID (ROW) PAID BY |
|----------------------------------|-----------|-------------|-------------|-----------------------|-------|-----------------------|-------|---------------------|----------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------|--------------------------|
| SCOWDEN PROPERTIES/SARI ORTIZ | | | | | | | | | | | | | | | |
| CI-EV 090242-0 | 05/29/09 | 9387 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 |
| FANNIE MAE AKA FEDERAL NATIONAL | | | | | | | | | | | | | | | |
| CI-EV 090237-0 | 05/29/09 | 9388 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 |
| COUNTRYWIDE HOME LOANS SERVICE | | | | | | | | | | | | | | | |
| CI-EV 090254-0 | 05/29/09 | 9389 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 150.00 | .00 | .00 | .00 | .00 | 155.00 |
| COUNTRYWIDE HOME LOANS SERVICE | | | | | | | | | | | | | | | |
| CI-EV 090334-0 | 05/29/09 | 9390 | 25.00 | .00 | .00 | .00 | .00 | .00 | 2.00 | 70.00 | .00 | .00 | .00 | .00 | 97.00 |
| LAURA OLIVAREZ/STEVE NASTRI, A | | | | | | | | | | | | | | | |
| Page Totals: | | | 25.00 | .00 | 15.00 | .00 | .00 | .00 | 2.00 | 520.00 | .00 | .00 | .00 | .00 | 562.00 |
| Report Totals - Details Section: | | | 2200.00 | 40.00 | 85.00 | .00 | 63.00 | .00 | 176.00 | 9200.00 | .00 | .00 | .00 | 143.00 | 11907.00 |

Aquaforest TIF Junction Evaluation

| Fee Code | Fee Description | Total Items | Total Paid | Total Money | Total Non-Money | Cash | Checks | Money Orders | Credit Cards | Escrow | Jail Credit | C.S.R. | Other | G.L. Code | G.L. Account Name |
|---|------------------------------------|-------------|------------|-------------|-----------------|---------|---------|--------------|--------------|--------|-------------|--------|-------|------------------|-------------------|
| ABSTRACT | ABSTRACT OF JUDGMENT | 5 | 40.00 | 40.00 | .00 | 20.00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| COUNTER | COUNTER-CLAIM FILING FEE | 1 | 25.00 | 25.00 | .00 | 25.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| DCERT | DEATH CERTIFICATE COPIES-CERTIFIED | 3 | 63.00 | 63.00 | .00 | .00 | 63.00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| EVICTON | EVICTON FILING FEE | 73 | 1825.00 | 1825.00 | .00 | 350.00 | 1375.00 | 75.00 | 25.00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| INDIGENT | INDIGENT LEGAL SERVICES FEE | 88 | 176.00 | 176.00 | .00 | 34.00 | 134.00 | 6.00 | 2.00 | .00 | .00 | .00 | .00 | 0399-0000-208822 | |
| JUSTICE | JUSTICE CIVIL FILING FEE | 11 | 275.00 | 275.00 | .00 | .00 | 275.00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| SERVE 4 | CONSTABLE PRECINCT 4 SERVICE FEE | 95 | 6650.00 | 6650.00 | .00 | 1400.00 | 4900.00 | 210.00 | 140.00 | .00 | .00 | .00 | .00 | 0100-0000-341904 | |
| SMALLCLAM | SMALL CLAIMS FILING FEE | 3 | 75.00 | 75.00 | .00 | 50.00 | 25.00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| WRIT EXEC | WRIT OF EXECUTION | 3 | 15.00 | 15.00 | .00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| WRIT POSS | WRIT OF POSSESSION | 16 | 70.00 | 70.00 | .00 | 5.00 | 55.00 | 5.00 | 5.00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| WSERVE 4 | CONSTABLE PRECINCT 4 - WRITSERVICE | 19 | 2550.00 | 2550.00 | .00 | 150.00 | 2100.00 | 150.00 | 150.00 | .00 | .00 | .00 | .00 | 0100-0000-341904 | |
| * * * * * The Following Fees Didn't Match Any of the Column Definitions but were Included Under the "All Other Fees" Column * * * * * | | | | | | | | | | | | | | | |
| AUTOPSY | COPIES OF AUTOPSIES | 1 | 5.00 | 5.00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| DCOPIES | DEATH CERTIFICATE COPIES-CERTIFIED | 3 | 128.00 | 128.00 | .00 | .00 | 128.00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| JURY FEE | JURY TRIAL FEE | 2 | 10.00 | 10.00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| Page Totals: | | 323 | 11907.00 | 11907.00 | .00 | 2034.00 | 9100.00 | 446.00 | 327.00 | .00 | .00 | .00 | .00 | | |
| Report Totals - Summary Section: | | 323 | 11907.00 | 11907.00 | .00 | 2034.00 | 9100.00 | 446.00 | 327.00 | .00 | .00 | .00 | .00 | | |

Cash: 2034.00
 Checks: 9100.00
 Money Orders: 446.00
 Credit Cards: 327.00
Total Currency: 11907.00

Escrow Payments: .00
Total Escrow Paid: .00

Refunds Due: .00
 Over Payments: .00
Total Payable: .00

C.S.R. Credit: .00
 Jail Time Credit: .00
 Non-Monetary Payments: .00
Total Other Payments: .00

NSF Checks: .00
Total NSF: .00

Aquaforest TIFF Junction Evaluation

| GL Code | GL Account Description | Currency | Credit Cards | Escrow | Non-Monetary | Total |
|-----------------------|------------------------|----------|--------------|--------|--------------|----------|
| 0100-0000-341804 | | 2496.00 | 35.00 | .00 | .00 | 2531.00 |
| 0100-0000-341904 | | 8910.00 | 290.00 | .00 | .00 | 9200.00 |
| 0399-0000-208822 | | 174.00 | 2.00 | .00 | .00 | 176.00 |
| Total of all GL Codes | | 11580.00 | 327.00 | .00 | .00 | 11907.00 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|----------------------------|-----------|-------------|------|-------|-----|-----|---------|-----|-----|-------|-------|-------|-------|--------------------|------------------|-----------------|---------------|---------|----------------|------------------|
| JP-TR 091073-0 | 05/01/09 | 125821 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 35.00 | 85.00 | 125.00 |
| TREJO, GUSTAVO ARMANDO | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091778-0 | 05/01/09 | 125822 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| CASTILLO JR, ALFRED | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091943-0 | 05/01/09 | 125823 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| GIFFORD, BECKY ROBBINS | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091877-0 | 05/01/09 | 125824 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 104.00 | 90.00 | 202.00 |
| LESHIKAR, BRODY JOSEPH | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080138-0 | 05/01/09 | 125825 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 90.00 | 610.00 |
| HERRERA, JUSTIN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 084122-0 | 05/01/09 | 125826 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 202.00 | 180.00 | 385.00 |
| ORTIZ, JOSEPHINE ANN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 084122-0 | 05/01/09 | 125827 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 48.00 | .00 | 48.00 |
| ORTIZ, JOSEPHINE ANN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 084122-0 | 05/01/09 | 125828 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | .00 | 250.00 |
| ORTIZ, JOSEPHINE ANN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091952-0 | 05/01/09 | 125829 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| STEWART, JAMES MICHAEL JR | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091823-0 | 05/01/09 | 125830 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 35.00 | 60.00 | 100.00 |
| FRANCO, SEBASTIAN CARMONA | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091822-0 | 05/01/09 | 125831 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| FRANCO, SEBASTIAN CARMONA | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091378-0 | 05/01/09 | 125832 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 402.00 | 95.00 | 500.00 |
| DELACRUZ, MARY ALICE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092167-0 | 05/01/09 | 125833 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| CLARK, KATHY WOOTTON | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091779-0 | 05/01/09 | 125834 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| KIRBY JR, JAMES WESLEY | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091606-0 | 05/01/09 | 125835 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| WALKER, KAREN ANNETTE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090797-0 | 05/01/09 | 125836 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 220.00 | .00 | 220.00 |
| ARELLANO, DAVID SOLIS | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091829-0 | 05/01/09 | 125837 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 2.00 | 90.00 | 100.00 |
| ALONZO, JOHN LEE | | | | | | | | | | | | | | | | | | | | |
| JP-LW 060048-0 | 05/01/09 | 125838 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 165.00 | 61.00 | 231.00 |
| POWELL II, KENNETH R | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090209-0 | 05/01/09 | 125839 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 197.00 | .00 | 197.00 |
| CAMPBELL, PATRICIA ARMS | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091883-0 | 05/01/09 | 125840 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 350.00 | 60.00 | 415.00 |
| MENDOZA-PEREZ, LUIS MIGUEL | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091882-0 | 05/01/09 | 125841 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 195.00 | 60.00 | 260.00 |
| MENDOZA-PEREZ, LUIS MIGUEL | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091940-0 | 05/01/09 | 125842 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| SORRELLS, ROBBIE LARDON | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091636-0 | 05/01/09 | 125843 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 152.00 | 90.00 | 250.00 |
| MURILLO, JOSE DEJESUS | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 36.00 | 20.00 | 40.00 | 10.00 | 35.00 | .00 | 40.00 | .00 | 3088.00 | 1591.00 | 4860.00 |
| Cumulative Sub Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 36.00 | 20.00 | 40.00 | 10.00 | 35.00 | .00 | 40.00 | .00 | 3088.00 | 1591.00 | 4860.00 |

Aquafrest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---|-----------|-------------|------|-------|-----|-----|---------|-----|-----|-------|-------|--------|-------|--------------------|------------------|-----------------|---------------|---------|----------------|------------------|
| JP-TR 090274-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125844 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .27 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 7.73 | 8.00 |
| JP-TR 090274-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125845 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 2.73 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 342.27 | 350.00 |
| JP-TR 090275-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125846 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .27 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 7.73 | 8.00 |
| JP-TR 090275-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125847 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 2.73 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 342.27 | 350.00 |
| JP-TR 090276-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125848 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 35.00 | 120.00 | 160.00 |
| JP-TR 090277-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125849 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 32.00 | 150.00 | 190.00 |
| JP-TR 090278-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125850 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 60.00 | 65.00 |
| JP-TR 090278-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125851 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 350.00 | .00 | 350.00 |
| JP-TR 091688-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125852 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 150.00 | 120.00 | 270.00 |
| JP-TR 091688-0 KARICHKO, TORREY LEEANN | 05/01/09 | 125853 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 350.00 | .00 | 350.00 |
| JP-TR 092156-0 SILVA, MOSES JR | 05/01/09 | 125854 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 091791-0 GUZMAN, STEPHANIE L | 05/01/09 | 125855 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 090852-0 GARCIA JR, JESSE JOE | 05/01/09 | 125856 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 |
| JP-TR 091230-0 LEOS, GABRIELLA CHRISTINE | 05/01/09 | 125857 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 091229-0 LEOS, GABRIELLA CHRISTINE | 05/01/09 | 125858 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 45.00 | 60.00 | 110.00 |
| JP-TR 091898-0 VEGA, JOSE ROBERTO | 05/01/09 | 125859 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-NT 090038-0 GOMEZ, CAMERON | 05/01/09 | 125860 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 410.00 | 50.00 | 460.00 |
| JP-TR 091916-0 PAEZ, LAUREN CHRISTINE | 05/01/09 | 125861 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 2.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 100.00 |
| JP-TR 091916-0 PAEZ, LAUREN CHRISTINE | 05/01/09 | 125862 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 8.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 8.00 |
| JP-TR 092191-0 DAVID, CLARENCE MARTIN | 05/01/09 | 125863 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092134-0 MEYER, BEVERLY JOAN | 05/01/09 | 125864 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 154.00 | 90.00 | 252.00 |
| JP-TR 062209-0 NEUMANN, TAMMY KAY | 05/01/09 | 125865 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 158.00 | 91.00 | 257.00 |
| JP-TR 091496-0 | 05/01/09 | 125866 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 39.00 | .00 | 60.00 | .00 | 50.00 | .00 | 30.00 | .00 | 1811.00 | 2161.00 | 4151.00 |
| Cumulative Sub Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 75.00 | 20.00 | 100.00 | 10.00 | 85.00 | .00 | 70.00 | .00 | 4899.00 | 3752.00 | 9011.00 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---------------------------|-----------|-------------|------|-------|-----|-----|---------|-----|-----|--------|-------|--------|-------|--------------------|------------------|-----------------|---------------|---------|----------------|------------------|
| PEREZ, NANCY POLANCO | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091749-0 | 05/01/09 | 125867 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 45.00 | 60.00 | 110.00 |
| NGUYEN, SARA NGUYET | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092111-0 | 05/01/09 | 125868 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| RODRIGUEZ, JONATHAN FRANK | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092013-0 | 05/01/09 | 125869 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 97.00 | 90.00 | 195.00 |
| WILLIS, VICTOR RANDAL | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091717-0 | 05/01/09 | 125870 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| BOOTHE, JARED NATHAN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091954-0 | 05/01/09 | 125871 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| BOWEN, EARL ANDERSON | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091755-0 | 05/01/09 | 125872 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 101.00 | 95.00 | 199.00 |
| KAULULAAU, LAURA LEA | | | | | | | | | | | | | | | | | | | | |
| JP-PW 090026-0 | 05/04/09 | 125873 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 85.00 | 15.00 | 60.00 | 165.00 |
| SEILER, FRANK DAVID | | | | | | | | | | | | | | | | | | | | |
| JP-JV 050360-0 | 05/04/09 | 125874 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 75.00 | .00 | 75.00 |
| CABALLERO, KRISTOPHER | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080171-0 | 05/04/09 | 125875 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 80.00 | 20.00 | 100.00 |
| CABALLERO, KRISTOPHER | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090123-0 | 05/04/09 | 125876 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 75.00 | 75.00 |
| SANCHEZ, NICOLE RENEE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092164-0 | 05/04/09 | 125877 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 |
| DAVIS, STEPHEN GLENN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092121-0 | 05/04/09 | 125878 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| MACIAS, GLENN STEPHEN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092113-0 | 05/04/09 | 125879 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| GODINEZ, MELVY ROELI | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091878-0 | 05/04/09 | 125880 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 154.00 | 90.00 | 252.00 |
| BYRD, DANNY T | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092009-0 | 05/04/09 | 125881 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| ALEMAN, AUDON | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090832-0 | 05/04/09 | 125882 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 195.00 | 85.00 | 285.00 |
| SMITH, MONIQUE MICHELLE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090881-0 | 05/04/09 | 125883 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 115.00 | 200.00 |
| SATTEFIELD, BRIAN LEE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090882-0 | 05/04/09 | 125884 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 195.00 | 85.00 | 285.00 |
| SATTEFIELD, BRIAN LEE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091997-0 | 05/04/09 | 125885 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| MILDER, KAREN NORMAN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091996-0 | 05/04/09 | 125886 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 50.00 | 90.00 | 148.00 |
| MILDER, KAREN NORMAN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 085294-0 | 05/04/09 | 125887 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 195.00 | 60.00 | 260.00 |
| AGUILAR-RUIZ, CARLOS | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091927-0 | 05/04/09 | 125888 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| GARCIA, LARRY MANUEL | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 36.00 | .00 | 30.00 | 20.00 | 30.00 | 5.00 | 45.00 | 85.00 | 1560.00 | 1555.00 | 3366.00 |
| Cumulative Sub Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 111.00 | 20.00 | 130.00 | 30.00 | 115.00 | 5.00 | 115.00 | 85.00 | 6459.00 | 5307.00 | 12377.00 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|--|-----------|-------------|------|-------|-----|-----|---------|-----|-----|--------|-------|--------|-------|--------------------|------------------|-----------------|---------------|---------|----------------|------------------|
| JP-TR 091781-0 BARBER, MARCUS LAMAR | 05/04/09 | 125889 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-TR 091980-0 BROWN, SHANE A | 05/04/09 | 125890 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 091458-0 CASE, BENJAMIN ADAM | 05/04/09 | 125891 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 154.00 | 90.00 | 252.00 |
| JP-NT 080515-0 MMONU, NEBRIA | 05/04/09 | 125892 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-JV 090121-0 RODRIGUEZ, JOEL | 05/04/09 | 125893 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 1.00 | 75.00 | 76.00 |
| JP-TR 091290-0 GLAVIN, REBECCA ANN | 05/04/09 | 125894 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 194.00 | .00 | 194.00 |
| JP-TR 091289-0 GLAVIN, REBECCA ANN | 05/04/09 | 125895 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 500.00 | 90.00 | 598.00 |
| JP-NT 080567-0 MUNDKOWSKY, SHANE | 05/04/09 | 125896 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 50.00 |
| JP-TR 092063-0 QUINTANILLA, MARIA ALEMAN | 05/04/09 | 125897 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 52.00 | 90.00 | 150.00 |
| JP-TR 091757-0 KELLAR, JARED MARK | 05/04/09 | 125898 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 091756-0 KELLAR, JARED MARK | 05/04/09 | 125899 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 154.00 | 95.00 | 252.00 |
| JP-TR 092085-0 WOOD, WILLIAM CORY | 05/04/09 | 125900 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 091869-0 COMPTON II, ROBERT KEY | 05/04/09 | 125901 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 091899-0 BREWINGTON, DEBORAH FULLER | 05/04/09 | 125902 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 090020-0 BROWN, GRAHAM WILLIAM | 05/04/09 | 125903 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | .00 | 77.00 |
| JP-TR 091648-0 BANKHEAD, GLENELL HAMPTON | 05/04/09 | 125904 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 091923-0 DAVEY, MATTHEW MICHAEL | 05/04/09 | 125905 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 197.00 | 90.00 | 295.00 |
| JP-TR 091378-0 DELACRUZ, MARY ALICE | 05/04/09 | 125906 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 98.00 | .00 | 98.00 |
| JP-TR 090500-0 HILL, DARRELL EDWARD | 05/04/09 | 125907 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 091460-0 LANCASTER, MONICA PAIGE | 05/04/09 | 125908 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 154.00 | 90.00 | 252.00 |
| JP-TR 091498-0 MAROON, JENNIFER FRANCES | 05/04/09 | 125909 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-TR 091596-0 MULLER, ADAM R | 05/04/09 | 125910 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 091804-0 PONCE, ARTURO ADRIAN | 05/04/09 | 125911 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 48.00 | .00 | 40.00 | 10.00 | 40.00 | .00 | 35.00 | .00 | 2073.00 | 1670.00 | 3916.00 |
| Cumulative Sub Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 159.00 | 20.00 | 170.00 | 40.00 | 155.00 | 5.00 | 150.00 | 85.00 | 8532.00 | 6977.00 | 16293.00 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|--|-----------|-------------|------|-------|-----|-----|---------|-----|-----|--------|-------|--------|-------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 085046-0 SALGADO, JOSE | 05/04/09 | 125912 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 168.00 | .00 | 168.00 |
| JP-TR 072726-0 SUNIGA, CYNTHIA | 05/04/09 | 125913 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 199.00 | 141.00 | 345.00 |
| JP-TR 091359-0 WILSON, KASSIE MICHELLE | 05/05/09 | 125914 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 115.00 | 200.00 |
| JP-TR 090906-0 DAVIDSON, STEPHEN ROBERT | 05/05/09 | 125915 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 |
| JP-NT 090168-0 TAYLOR, DESIREE | 05/05/09 | 125916 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 65.00 | 185.00 |
| JP-TR 091537-0 WU, CHAO | 05/05/09 | 125917 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 091602-0 BOND, DAVID ROBERT | 05/05/09 | 125918 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 120.00 | 60.00 | 185.00 |
| JP-TR 091603-0 BOND, DAVID ROBERT | 05/05/09 | 125919 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 35.00 | 60.00 | 100.00 |
| JP-NT 050526-0 PALOMO, ISAAC | 05/05/09 | 125920 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 85.00 | 585.00 |
| JP-TR 082195-0 PALOMO, ISAAC | 05/05/09 | 125921 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 152.00 | 150.00 | 310.00 |
| JP-TR 082196-0 PALOMO, ISAAC | 05/05/09 | 125922 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 195.00 | 120.00 | 320.00 |
| JP-TR 082197-0 PALOMO, ISAAC | 05/05/09 | 125923 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 350.00 | 120.00 | 475.00 |
| JP-TR 082198-0 PALOMO, ISAAC | 05/05/09 | 125924 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 35.00 | 120.00 | 160.00 |
| JP-TR 084207-0 PALOMO, ISAAC | 05/05/09 | 125925 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 120.00 | 620.00 |
| JP-NT 070605-0 MOORE, MICHAEL | 05/05/09 | 125926 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 146.00 | 416.00 |
| JP-NT 060218-0 LUNA, AMBER | 05/05/09 | 125927 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 146.00 | 666.00 |
| JP-TR 092119-0 WATTS, WILLIAM RAY III | 05/05/09 | 125928 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 091174-0 PAK, CHUN HWANG | 05/05/09 | 125929 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-TR 091175-0 PAK, CHUN HWANG | 05/05/09 | 125930 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 2.00 | 90.00 | 100.00 |
| JP-TR 091175-0 PAK, CHUN HWANG | 05/05/09 | 125931 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 498.00 | .00 | 498.00 |
| JP-TR 091505-0 DOMINGUEZ, RACHEL | 05/05/09 | 125932 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 200.00 | 90.00 | 298.00 |
| JP-TR 085180-0 ADAMS, XAVIER CHARLES | 05/05/09 | 125933 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 52.00 | 150.00 | 210.00 |
| JP-TR 092228-0 | 05/05/09 | 125934 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 24.00 | 60.00 | .00 | 30.00 | 40.00 | .00 | 30.00 | .00 | 4239.00 | 2048.00 | 6471.00 |
| Cumulative Sub Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 183.00 | 80.00 | 170.00 | 70.00 | 195.00 | 5.00 | 180.00 | 85.00 | 12771.00 | 9025.00 | 22764.00 |

Aquaforest TIFF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) | |
|-------------------------------|-----------|-------------|------|-------|-----|-----|---------|-----|-----|--------|--------|--------|-------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|--|
| STEFFEK, EMILY ELIZABETH | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090592-0 | 05/05/09 | 125935 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 120.00 | 620.00 | |
| ADAMS, XAVIER CHARLES | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091393-0 | 05/05/09 | 125936 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 200.00 | 90.00 | 298.00 | |
| MENDIETA, DANIELA MARIE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 082964-0 | 05/05/09 | 125937 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 52.00 | 140.00 | 200.00 | |
| LOGAN, LARA ELIZABETH | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091843-0 | 05/05/09 | 125938 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 110.00 | 610.00 | |
| LOGAN, LARA ELIZABETH | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091770-0 | 05/05/09 | 125939 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 | |
| BARRATT, B J | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091977-0 | 05/05/09 | 125940 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 | |
| DICKMANN, LEAH LYN | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090563-0 | 05/05/09 | 125941 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 152.00 | 90.00 | 250.00 | |
| HOEPELMAN, MARK ANTHONY | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092171-0 | 05/05/09 | 125942 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 | |
| BLEDSOE, KIMMY DWAIN | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090643-0 | 05/05/09 | 125943 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 175.00 | 90.00 | 273.00 | |
| GOVELLAN, ISAI JOEL | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090186-0 | 05/05/09 | 125944 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 | |
| MESTA, ANGEL | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090193-0 | 05/05/09 | 125945 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 135.00 | 60.00 | 200.00 | |
| WASHINGTON, BRANDON ALAN | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091462-0 | 05/05/09 | 125946 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 200.00 | 90.00 | 298.00 | |
| FELT, ERICA MARIE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090689-0 | 05/05/09 | 125947 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 197.00 | 90.00 | 295.00 | |
| FELT, ERICA MARIE | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080201-0 | 05/05/09 | 125948 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 25.00 | 90.00 | 123.00 | |
| REYES, LEON | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090688-0 | 05/05/09 | 125949 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 500.00 | 90.00 | 598.00 | |
| FELT, ERICA MARIE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 071869-0 | 05/05/09 | 125950 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 200.00 | 141.00 | 349.00 | |
| DUNKLIN, JAMES REAGAN | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090188-0 | 05/05/09 | 125951 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 | |
| MARTINEZ, PATRICIA | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090190-0 | 05/05/09 | 125952 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 200.00 | 65.00 | 285.00 | |
| MORENO, SALVADOR SR | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090134-0 | 05/05/09 | 125953 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 65.00 | 335.00 | |
| MORENO, SALVADOR | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091424-0 | 05/05/09 | 125954 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 197.00 | 90.00 | 295.00 | |
| VANDERHOEVEN, WILLEM ROLLERT | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091423-0 | 05/05/09 | 125955 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| VANDERHOEVEN, WILLEM ROLLERT | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 070139-0 | 05/05/09 | 125956 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 | |
| LYONS, IMANI | | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 39.00 | 80.00 | 10.00 | 10.00 | 25.00 | .00 | 45.00 | .00 | 3637.00 | 1921.00 | 5767.00 | |
| Cumulative Sub Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 222.00 | 160.00 | 180.00 | 80.00 | 220.00 | 5.00 | 225.00 | 85.00 | 16408.00 | 10946.00 | 28531.00 | |

Aquafrest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---|-----------|-------------|------|-------|-----|-----|---------|-----|-----|--------|--------|--------|-------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-NT 090160-0 SIFUENTES, KENNY LEE | 05/05/09 | 125957 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 70.00 | 90.00 |
| JP-JV 090033-0 GONZALEZ, JANET | 05/05/09 | 125958 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 45.00 | 95.00 | 160.00 |
| JP-TR 085825-0 MUSE, HOLLY MARIE | 05/05/09 | 125959 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | .00 | 77.00 |
| JP-TR 061134-0 BRITE, SHEMECKA LARIE | 05/05/09 | 125960 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 107.00 | 607.00 |
| JP-NT 080562-0 FONSECA, MITZI | 05/05/09 | 125961 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-TR 091988-0 BOENKER, NATHAN CHARLES | 05/07/09 | 125962 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092122-0 SPRUELL, ELTON LAMONT | 05/07/09 | 125963 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 090350-0 FINGER, SHANE SCOTT | 05/07/09 | 125964 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 500.00 | 175.00 | 683.00 |
| JP-TR 092098-0 CANTWELL, BLAKE ANTHONY | 05/07/09 | 125965 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-TR 092304-0 MACHU, MICHAEL EUGENE | 05/07/09 | 125966 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-NT 090178-0 TRUSSEL, JAMI | 05/07/09 | 125967 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-TR 090696-0 WAGNER, BRANDON KEITH | 05/07/09 | 125968 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 140.00 | 225.00 |
| JP-JV 080226-0 HERKLOTZ, MATTHEW | 05/07/09 | 125969 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-JV 090110-0 REESE, DESIREE RENEE | 05/07/09 | 125970 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 70.00 | 340.00 |
| JP-NT 090127-0 MATA, VIRGINIA | 05/07/09 | 125971 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 65.00 | 335.00 |
| JP-TR 091978-0 YOUNGBLOOD, SUSAN MOORE | 05/07/09 | 125972 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 10.00 | 90.00 | 108.00 |
| JP-TR 091978-0 YOUNGBLOOD, SUSAN MOORE | 05/07/09 | 125973 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | -3.00 | .00 | .00 | .00 | -5.00 | .00 | .00 | .00 | -10.00 | -90.00 | -108.00 |
| JP-TR 091978-0 YOUNGBLOOD, SUSAN MOORE | 05/07/09 | 125974 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-JV 080117-0 HERNANDEZ, FERNANDO | 05/07/09 | 125975 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | .00 | 50.00 |
| JP-NT 080585-0 HASTINGS, JAMES | 05/07/09 | 125976 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 180.00 | 680.00 |
| JP-NT 090004-0 HASTINGS, JAMES | 05/07/09 | 125977 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 120.00 | 620.00 |
| JP-TR 083669-0 CRUZ JR, PEDRO | 05/07/09 | 125978 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 150.00 | 235.00 |
| JP-TR 083670-0 CRUZ JR, PEDRO | 05/07/09 | 125979 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 40.00 | 120.00 | 165.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 21.00 | 100.00 | 20.00 | 10.00 | 15.00 | .00 | 25.00 | .00 | 3095.00 | 1917.00 | 5203.00 |
| Cumulative Sub Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 243.00 | 260.00 | 200.00 | 90.00 | 235.00 | 5.00 | 250.00 | 85.00 | 19503.00 | 12863.00 | 33734.00 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|--|-----------|-------------|------|-------|-----|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 084648-0 CRUZ JR, PEDRO | 05/07/09 | 125980 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 120.00 | 620.00 |
| JP-TR 085864-0 REYNA, LUIS JAVIER | 05/07/09 | 125981 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 500.00 | 150.00 | 658.00 |
| JP-TR 090312-0 REYNA, LUIS JAVIER | 05/07/09 | 125982 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 1000.00 | 120.00 | 1125.00 |
| JP-TR 091323-0 REYNA, LUIS JAVIER | 05/07/09 | 125983 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 120.00 | 620.00 |
| JP-TR 092293-0 CARUTHERS, AARON CASSIUS | 05/07/09 | 125984 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-NT 090191-0 HALE, BECKY | 05/07/09 | 125985 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 65.00 | 185.00 |
| JP-TR 092131-0 TURNER, JOSHUA PAUL | 05/07/09 | 125986 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 202.00 | 90.00 | 300.00 |
| JP-TR 092131-0 TURNER, JOSHUA PAUL | 05/07/09 | 125987 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 192.00 | .00 | 192.00 |
| JP-TR 092068-0 HALL, DARRYL LEE | 05/07/09 | 125988 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-TR 092007-0 SUTERA, MICHAEL ROBERT | 05/07/09 | 125989 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 091941-0 KING, TIMOTHY JAMES | 05/07/09 | 125990 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 092037-0 RENDON, ROBERT JUDE | 05/07/09 | 125991 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-TR 092172-0 PECHT, SUZANNE GYNGARD | 05/07/09 | 125992 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-LW 090057-0 SOLIS, ERNESTO | 05/07/09 | 125993 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 150.00 | 60.00 | 215.00 |
| JP-TR 092066-0 EASTMAN, NICK ALAN | 05/07/09 | 125994 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 091394-0 CUBA, BROOKE RUCHELE | 05/07/09 | 125995 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 154.00 | 90.00 | 252.00 |
| JP-HC 090020-0 RODRIGUEZ, STACY | 05/07/09 | 125996 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 60.00 | 160.00 |
| JP-NT 080433-0 BUCKALEW, AMANDA | 05/07/09 | 125997 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 65.00 | 135.00 |
| JP-TR 092095-0 PSENCIK, RONALD EDWARD | 05/07/09 | 125998 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092094-0 PSENCIK, RONALD EDWARD | 05/07/09 | 125999 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-LW 090058-0 TABARES, ALEJANDRO | 05/07/09 | 126000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 300.00 | 60.00 | 365.00 |
| JP-TR 092071-0 HUBERT, CAROL BETH | 05/07/09 | 126001 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 091860-0 | 05/07/09 | 126002 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 33.00 | 40.00 | 50.00 | 30.00 | 25.00 | .00 | 45.00 | .00 | 4129.00 | 1720.00 | 6072.00 |
| Cumulative Sub Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 276.00 | 300.00 | 250.00 | 120.00 | 260.00 | 5.00 | 295.00 | 85.00 | 23632.00 | 14583.00 | 39806.00 |

Aquaforest TIFF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) | |
|----------------------------|-----------|-------------|------|-------|-----|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|--|
| ALLISON, ASHTON NOELLE | | | | | | | | | | | | | | | | | | | | | |
| JP-PW 090029-0 | 05/08/09 | 126003 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 85.00 | 15.00 | 60.00 | 165.00 | |
| ALLEN, BRADLEY GENE | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 080432-0 | 05/08/09 | 126004 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 65.00 | 135.00 | |
| BUCKALEW, SONNY | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080243-0 | 05/08/09 | 126005 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 440.00 | 20.00 | 460.00 | |
| RENA, JEREMY | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080215-0 | 05/08/09 | 126006 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 | |
| VELAZQUEZ, CHRISTOPHER | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092044-0 | 05/08/09 | 126007 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| VILLEGAS, GABRIELA | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092006-0 | 05/08/09 | 126008 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 | |
| GONZALEZ, GREG ANTHONY | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092034-0 | 05/08/09 | 126009 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 | |
| NAVARRO, JOSE MANUEL | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091751-0 | 05/08/09 | 126010 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 98.00 | |
| TAYLOR, DANIEL KEITH | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080287-0 | 05/08/09 | 126011 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 | |
| MARTINEZ, R. ANTHONY | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092065-0 | 05/08/09 | 126012 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 | |
| GARRETT, TIFFANY JEANETTE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092075-0 | 05/08/09 | 126013 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| RHYMES, JAMES MICHAEL | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091047-0 | 05/08/09 | 126014 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 152.00 | 90.00 | 250.00 | |
| COPELAND, TERRY EUGENE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091850-0 | 05/08/09 | 126015 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 97.00 | 90.00 | 195.00 | |
| HERNANDEZ, DIANE DIAZ | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091768-0 | 05/08/09 | 126016 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 | |
| MARCUS, WILLIAM BENJAMIN | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091967-0 | 05/08/09 | 126017 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 | |
| BENAVIDES-OLYSLAGER, JORGE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 072857-0 | 05/08/09 | 126018 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 36.00 | 136.00 | 180.00 | |
| ORTIZ, GARIBALDI | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091969-0 | 05/08/09 | 126019 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 32.00 | 90.00 | 130.00 | |
| BENAVIDES-OLYSLAGER, JORGE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092140-0 | 05/08/09 | 126020 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 | |
| GIBBS, DANIEL PAUL | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092123-0 | 05/08/09 | 126021 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 | |
| HAIRGROVE, BRETT STEPHEN | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091556-0 | 05/08/09 | 126022 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 35.00 | 60.00 | 100.00 | |
| HALEY, CRYSTAL CAROLE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091492-0 | 05/08/09 | 126023 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 32.00 | 90.00 | 130.00 | |
| HARKNESS, CRAIG RICHARD | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092348-0 | 05/08/09 | 126024 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 97.00 | 90.00 | 195.00 | |
| HERNANDEZ, EMILIO RITO | | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 42.00 | 20.00 | 50.00 | 20.00 | 45.00 | 5.00 | 30.00 | 85.00 | 1113.00 | 1711.00 | 3121.00 | |
| Cumulative Sub Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 318.00 | 320.00 | 300.00 | 140.00 | 305.00 | 10.00 | 325.00 | 170.00 | 24745.00 | 16294.00 | 42927.00 | |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 092168-0 CARTER, GRAHAM ERIC | 05/08/09 | 126025 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092173-0 SCHOLTZ, TAMARA ROBBINS | 05/08/09 | 126026 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-TR 091612-0 VALLE-GUTIERREZ, ERICK SALVADOR | 05/08/09 | 126027 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 200.00 | 90.00 | 298.00 |
| JP-TR 092093-0 VANDERPUYE, MONIQUE OWUSU | 05/08/09 | 126028 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092092-0 VANDERPUYE, MONIQUE OWUSU | 05/08/09 | 126029 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092124-0 WILTON, MISTY FRISBIE | 05/08/09 | 126030 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-JV 090111-0 RIOS, LEANNA RENEE | 05/08/09 | 126031 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 350.00 | .00 | 350.00 |
| JP-TR 092116-0 PINEDA-VILLEGAS, MARIO | 05/08/09 | 126032 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-NT 010056-0 MATA, JUAN | 05/08/09 | 126033 | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 110.25 | 647.25 |
| JP-TR 043903-0 MATA, JUAN FRANCISCO | 05/08/09 | 126034 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 35.00 | 87.00 | 130.00 |
| JP-TR 043905-0 MATA, JUAN FRANCISCO | 05/08/09 | 126035 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 350.00 | 57.00 | 412.00 |
| JP-TR 090578-0 SALAS-BATRES, MARIA T | 05/08/09 | 126036 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 15.00 | 135.00 | 150.00 |
| JP-JV 080293-0 CAMARILLO, JUAN | 05/08/09 | 126037 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-NT 080586-0 PEREZ, DORA ANN | 05/08/09 | 126038 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-TR 092124-0 WILTON, MISTY FRISBIE | 05/08/09 | 126039 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | -3.00 | .00 | -10.00 | .00 | .00 | .00 | -5.00 | .00 | .00 | -90.00 | -108.00 |
| JP-LW 090043-0 ROSENWALD, MATTHEW JOHN | 05/08/09 | 126040 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 100.00 | 60.00 | 165.00 |
| JP-TR 092047-0 SHEPPARD, TRAVIS SCOTT | 05/08/09 | 126041 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-JV 090120-0 DIAZ, JAIRO | 05/11/09 | 126042 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 75.00 | 575.00 |
| JP-TR 085533-0 RICO, JOSE REFUGIO-REYES | 05/11/09 | 126043 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 265.00 | .00 | 265.00 |
| JP-TR 092163-0 DAVOUST, NICHOLAS MARTIAL | 05/11/09 | 126044 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 050079-0 SADLER, STEPHEN MARK | 05/11/09 | 126045 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 200.00 | 132.00 | 340.00 |
| JP-TR 092102-0 SADLER, STEPHEN MARK | 05/11/09 | 126046 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 110.00 | 610.00 |
| JP-TR 092069-0 JIMENEZ, ADRINANA | 05/11/09 | 126047 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 195.00 | 60.00 | 260.00 |
| Page Totals: | | | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | 24.00 | 20.00 | 40.00 | 20.00 | 5.00 | .00 | 50.00 | .00 | 3242.00 | 1566.25 | 4984.25 |
| Cumulative Sub Totals: | | | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | 342.00 | 340.00 | 340.00 | 160.00 | 310.00 | 10.00 | 375.00 | 170.00 | 27987.00 | 17860.25 | 47911.25 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|--|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 085828-0 ASFAW, YIDNEKACHEW Y | 05/11/09 | 126048 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | .00 | 77.00 |
| JP-TR 092174-0 CARDIN, ANDREW DL | 05/11/09 | 126049 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 350.00 | 60.00 | 415.00 |
| JP-TR 091920-0 BOWLES, MARTHA LEIGH | 05/11/09 | 126050 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 10.00 | 90.00 | 108.00 |
| JP-TR 091920-0 BOWLES, MARTHA LEIGH | 05/11/09 | 126051 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 142.00 | .00 | 142.00 |
| JP-TR 092161-0 FRUIT, CHARLIE ARTHUR JR | 05/11/09 | 126052 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 |
| JP-TR 091654-0 GEE, DANIEL T | 05/11/09 | 126053 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 115.00 | 200.00 |
| JP-TR 092027-0 MARTIN, MELBOURNE JACK III | 05/11/09 | 126054 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-NT 070082-0 COLLINS, JULIUS | 05/11/09 | 126055 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 146.00 | 666.00 |
| JP-TR 080679-0 SCHWARZ JR, ERVIN HUGO | 05/11/09 | 126056 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 350.00 | 145.00 | 500.00 |
| JP-TR 092114-0 MUELLER, RYAN AUGUST | 05/11/09 | 126057 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-NT 080531-0 DARENSBOURG, ANDRE M | 05/11/09 | 126058 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 500.00 | 145.00 | 650.00 |
| JP-JV 080243-0 RENA, JEREMY | 05/11/09 | 126059 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 60.00 | .00 | 60.00 |
| JP-TR 091805-0 RUSCHER, RICHARD CHRISTOPHER | 05/11/09 | 126060 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-JV 090088-0 CZIMSKEY, HAYDEN C | 05/11/09 | 126061 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 8.50 | 8.50 |
| JP-NT 090116-0 MORELAND, CHRISTINA | 05/11/09 | 126062 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 4.00 | 4.00 |
| JP-TR 084505-0 DARENSBOURG, ANDRE M | 05/11/09 | 126063 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 35.00 | 85.00 | 120.00 |
| JP-NT 080277-0 SOLIS, KRISTI | 05/11/09 | 126064 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 130.00 | 650.00 |
| JP-TR 091989-0 SCHAFFER, JENNA LAINE | 05/11/09 | 126065 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 52.00 | 90.00 | 150.00 |
| JP-TR 091976-0 HOWSE, KURT MASTIN | 05/11/09 | 126066 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092166-0 WOOD, MITCHELL JASON | 05/11/09 | 126067 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 |
| JP-TR 091903-0 CASTILLO, HECTOR BEN | 05/11/09 | 126068 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 200.00 | 60.00 | 265.00 |
| JP-TR 091902-0 CASTILLO, HECTOR BEN | 05/11/09 | 126069 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-TR 092039-0 | 05/12/09 | 126072 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 30.00 | 40.00 | 10.00 | 10.00 | 20.00 | .00 | 50.00 | .00 | 3216.00 | 1708.50 | 5084.50 |
| Cumulative Sub Totals: | | | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | 372.00 | 380.00 | 350.00 | 170.00 | 330.00 | 10.00 | 425.00 | 170.00 | 31203.00 | 19568.75 | 52995.75 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|----------------------------|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| MARTINEZ, BIANCA RAE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092190-0 | 05/12/09 | 126073 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| MCIRVIN, JONATHAN PAUL | | | | | | | | | | | | | | | | | | | | |
| JP-LW 090064-0 | 05/12/09 | 126074 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 100.00 | 60.00 | 165.00 |
| GARCIA, JOSE DANILLO | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090051-0 | 05/12/09 | 126075 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 65.00 | 135.00 |
| BINGHAM, NATHAN | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090050-0 | 05/12/09 | 126076 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 65.00 | 135.00 |
| BURNS, VICTORIA | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092367-0 | 05/12/09 | 126077 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| BRUCE, COLBI JAMES | | | | | | | | | | | | | | | | | | | | |
| JP-PW 090010-0 | 05/12/09 | 126078 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 85.00 | 15.00 | 110.00 | 215.00 |
| CASTANEDA III, ALBERT | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090248-0 | 05/12/09 | 126079 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 60.00 | 310.00 |
| GOMEZ, JORGE | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080347-0 | 05/12/09 | 126080 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | 10.00 |
| GOMEZ, JORGE | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090017-0 | 05/12/09 | 126081 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 10.00 | 510.00 |
| BANDA, BRYAN A | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090075-0 | 05/12/09 | 126082 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 70.00 | 90.00 |
| HERNANDEZ, MERCEDES | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091473-0 | 05/12/09 | 126083 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 32.00 | 90.00 | 130.00 |
| LEE JR, KENNETH VANCE | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090135-0 | 05/12/09 | 126084 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 200.00 | 70.00 | 270.00 |
| GARCIA, LUIS DAVID | | | | | | | | | | | | | | | | | | | | |
| JP-NT 080683-0 | 05/12/09 | 126085 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 10.00 | 510.00 |
| DELGADILLO, YESENIA | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092386-0 | 05/12/09 | 126086 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| BARNEKOW, DANIEL JAMES | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080346-0 | 05/12/09 | 126087 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 130.00 | .00 | 130.00 |
| AVILA, ANGIE STEPHANIE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 085733-0 | 05/12/09 | 126088 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 500.00 | 150.00 | 658.00 |
| PUFFER, DREW ADAM | | | | | | | | | | | | | | | | | | | | |
| JP-TR 085734-0 | 05/12/09 | 126089 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 150.00 | 235.00 |
| PUFFER, DREW ADAM | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090505-0 | 05/12/09 | 126090 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 500.00 | 150.00 | 658.00 |
| PUFFER, DREW ADAM | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091629-0 | 05/12/09 | 126091 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 120.00 | 620.00 |
| PUFFER, DREW ADAM | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092440-0 | 05/12/09 | 126092 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| WESTMORELAND, SONDRRA FAYE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 084517-0 | 05/12/09 | 126093 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 25.00 | .00 | 25.00 |
| CRAIG, CORVETTE SHERELLA | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092002-0 | 05/12/09 | 126094 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| MURPHY, BRYAN PARISH | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 24.00 | 60.00 | 30.00 | 10.00 | 10.00 | 5.00 | 35.00 | 85.00 | 3506.00 | 1550.00 | 5315.00 |
| Cumulative Sub Totals: | | | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | 396.00 | 440.00 | 380.00 | 180.00 | 340.00 | 15.00 | 460.00 | 255.00 | 34709.00 | 21118.75 | 58310.75 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|--|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 092046-0 HALL, JENNIFER LYNN | 05/14/09 | 126095 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092045-0 HALL, JENNIFER LYNN | 05/14/09 | 126096 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092041-0 KRUSE, KRISTI LYNN | 05/14/09 | 126097 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-TR 092192-0 VELASQUEZ, GILBERT RAMIREZ | 05/14/09 | 126098 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092413-0 MEAKER, ROBERT EDWARD | 05/14/09 | 126099 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 196.00 | 95.00 | 294.00 |
| JP-NT 090200-0 VANDERWAL, LILIA | 05/14/09 | 126100 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-NT 090201-0 VANDERWAL, CALVIN | 05/14/09 | 126101 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-JV 090137-0 MURPHY, ALYSSA K | 05/14/09 | 126102 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-NT 090204-0 SMITH, CHRISTOPHER | 05/14/09 | 126103 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-TR 092247-0 BLACKERBY, SEAN PATRICK | 05/14/09 | 126104 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-JV 090108-0 HERNANDEZ, JONATHAN | 05/14/09 | 126105 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 65.00 | 585.00 |
| JP-TR 092223-0 FRANKS, JETT MORRIS JR | 05/14/09 | 126106 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-LW 090059-0 SMITH, LEONARD BAGGETT | 05/14/09 | 126107 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 204.00 | 60.00 | 269.00 |
| JP-LW 090060-0 SMITH, LEONARD BAGGETT | 05/14/09 | 126108 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 150.00 | 60.00 | 215.00 |
| JP-NT 090203-0 WOOTTON, WILLIAM | 05/14/09 | 126109 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 65.00 | 185.00 |
| JP-NT 090202-0 WOOTTON, LINDSAY N | 05/14/09 | 126110 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 350.00 | 65.00 | 435.00 |
| JP-TR 091897-0 PATTERSON, ROGER LEE | 05/14/09 | 126111 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 085004-0 BURRELL, CHRISTOPHER WAYNE | 05/14/09 | 126112 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 100.00 | 175.00 | 283.00 |
| JP-JV 080257-0 FAUSETT, OLIVIA | 05/14/09 | 126113 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | 10.00 |
| JP-NT 080731-0 NOVICK, TIFFANY | 05/14/09 | 126114 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 70.00 | 140.00 |
| JP-TR 085005-0 BURRELL, CHRISTOPHER WAYNE | 05/14/09 | 126115 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 500.00 | 175.00 | 683.00 |
| JP-NT 090218-0 MITCHELL, JERICA S | 05/14/09 | 126116 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-TR 091572-0 CRAWFORD, COLTON MALONE | 05/14/09 | 126117 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 30.00 | 180.00 | 40.00 | 10.00 | 20.00 | .00 | 35.00 | .00 | 2309.00 | 1795.00 | 4419.00 |
| Cumulative Sub Totals: | | | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | 426.00 | 620.00 | 420.00 | 190.00 | 360.00 | 15.00 | 495.00 | 255.00 | 37018.00 | 22913.75 | 62729.75 |

Aquafest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 090796-0 FAUSETT, MARIAH ALEXANDRA | 05/14/09 | 126118 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 |
| JP-TR 092078-0 DOGGETT, MATTHEW ALLEN | 05/14/09 | 126119 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-NT 080318-0 RAMIREZ, LOURDES | 05/14/09 | 126120 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 145.00 | 415.00 |
| JP-TR 092096-0 DUNWOODY, WILLIAM KARL | 05/14/09 | 126121 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 154.00 | 90.00 | 252.00 |
| JP-JV 090103-0 OLIVER, CRESIA E | 05/14/09 | 126122 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 75.00 | 325.00 |
| JP-TR 092197-0 FLORES, ALEJANDRO | 05/14/09 | 126123 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092001-0 TILLIS, MARCIA | 05/14/09 | 126124 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 080235-0 ESPARZA, DANIEL JAMES | 05/14/09 | 126125 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 391.00 | 9.00 | 400.00 |
| JP-JV 090065-0 ALEXANDER, JA-HAYGEN SHARNELL | 05/14/09 | 126126 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 175.00 | 25.00 | 200.00 |
| JP-TR 092215-0 ALCALAR, JEANNIE WILLYNN | 05/14/09 | 126127 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-JV 090118-0 MESTA, PATRICIO M | 05/15/09 | 126128 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 75.00 | 75.00 |
| JP-TR 080696-0 HAMILTON, DIANA GAIL | 05/15/09 | 126129 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 115.00 | .00 | 115.00 |
| JP-TR 092245-0 FERNANDEZ, MARIA EUSTOLIA | 05/15/09 | 126130 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 091382-0 RODRIGUEZ III, HENRY JAMES | 05/15/09 | 126131 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 197.00 | 100.00 | 305.00 |
| JP-TR 092392-0 BELIAKOV, TIMOFEI M | 05/15/09 | 126132 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092128-0 WARREN, KRISTA RENEE | 05/15/09 | 126133 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 52.00 | 90.00 | 150.00 |
| JP-TR 092352-0 ORTEGA, JAVIER | 05/15/09 | 126134 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092353-0 ORTEGA, JAVIER | 05/15/09 | 126135 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-NT 080657-0 CASTILLO, DIANA | 05/15/09 | 126136 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 70.00 | 90.00 | 180.00 |
| JP-NT 080195-0 CASTILLO, DIANA | 05/15/09 | 126137 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 40.00 | 25.00 | 65.00 |
| JP-NT 080440-0 VELAZQUEZ, JOSE | 05/15/09 | 126138 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-LW 090053-0 ROMERO, SALVADOR CHAVEZ | 05/15/09 | 126139 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 150.00 | 60.00 | 215.00 |
| JP-NT 080609-0 Page Totals: | 05/15/09 | 126140 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 335.00 | 60.00 | 395.00 |
| Cumulative Sub Totals: | | | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | 453.00 | 660.00 | 450.00 | 220.00 | 375.00 | 15.00 | 530.00 | 255.00 | 39401.00 | 24397.75 | 66773.75 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) | |
|-------------------------------|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|--|
| RANDALL, NATTHAN | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090256-0 | 05/15/09 | 126141 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 65.00 | 115.00 | |
| BROOKS, WENDY CHRISTINE | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090255-0 | 05/15/09 | 126142 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 65.00 | 115.00 | |
| SAKEWITZ, CLAYTON BOYD | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091193-0 | 05/15/09 | 126143 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 225.00 | 25.00 | 250.00 | |
| CASTRO, ALLEN MICHAEL | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090877-0 | 05/15/09 | 126144 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 30.00 | 85.00 | 120.00 | |
| EDWARDS, COURTNEY MARIE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090878-0 | 05/15/09 | 126145 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 115.00 | 200.00 | |
| EDWARDS, COURTNEY MARIE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091397-0 | 05/15/09 | 126146 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 35.00 | 60.00 | 100.00 | |
| SEWARD, PAUL THOMAS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091398-0 | 05/15/09 | 126147 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 350.00 | 60.00 | 415.00 | |
| SEWARD, PAUL THOMAS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092266-0 | 05/15/09 | 126148 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| LITTLEPAGECORMIER, ADRIENNE M | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091745-0 | 05/15/09 | 126149 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 32.00 | 90.00 | 130.00 | |
| LOPEZ, RUSSELL ALEN | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091821-0 | 05/15/09 | 126150 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 290.00 | 298.00 | |
| MARTINEZ, MARIA ALICIA | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090045-0 | 05/15/09 | 126151 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 168.00 | .00 | 168.00 | |
| REVELES, PATRICIA | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090026-0 | 05/15/09 | 126152 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 75.00 | 25.00 | 100.00 | |
| REYES, ALYSSA Y | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092149-0 | 05/15/09 | 126153 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| RUIZ, VIRGINIA PEREZ | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091114-0 | 05/15/09 | 126154 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 115.00 | 200.00 | |
| DAUGHTREY, TESSA LYNN | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080280-0 | 05/15/09 | 126155 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 208.00 | .00 | 208.00 | |
| LANDRY, AARON H | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091003-0 | 05/15/09 | 126156 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 85.00 | .00 | 85.00 | |
| GUZMAN, YONAIR LORENZO | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092264-0 | 05/18/09 | 126157 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| KING, VELDA MARIE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092151-0 | 05/18/09 | 126158 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| FORBES, MELISSA ANN | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090049-0 | 05/18/09 | 126159 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 70.00 | 90.00 | |
| ORNELAS, CONNY | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092176-0 | 05/18/09 | 126160 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 2.00 | 90.00 | 100.00 | |
| RODRIGUEZ, MARIA URBINA | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090045-0 | 05/18/09 | 126161 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 300.00 | .00 | 300.00 | |
| MORENO, NATHAN LEE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 981303-0 | 05/18/09 | 126162 | .00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 175.00 | 101.25 | 296.25 | |
| CARUTHER, LUCINDA DENISE | | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | 15.00 | .00 | .00 | .00 | .00 | 15.00 | 20.00 | .00 | 40.00 | 25.00 | .00 | 20.00 | .00 | 1939.00 | 1256.25 | 3330.25 | |
| Cumulative Sub Totals: | | | 2.00 | .00 | 30.00 | .00 | .00 | .00 | .00 | 468.00 | 680.00 | 450.00 | 260.00 | 400.00 | 15.00 | 550.00 | 255.00 | 41340.00 | 25654.00 | 70104.00 | |

Aquafest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 071730-0 JARMOLA, JOSE J | 05/18/09 | 126163 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 400.00 | 141.00 | 541.00 |
| JP-TR 071730-0 JARMOLA, JOSE J | 05/18/09 | 126164 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | .00 | 100.00 |
| JP-TR 092159-0 MARTINEZ, AMALIA | 05/18/09 | 126165 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-NT 080059-0 BARAJAS, GILBERT RAY | 05/18/09 | 126166 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 50.00 | 115.00 | 170.00 |
| JP-TR 091072-0 TREJO, GUSTAVO ARMANDO | 05/18/09 | 126167 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 350.00 | 85.00 | 440.00 |
| JP-TR 091858-0 HERNANDEZ, NOEL | 05/18/09 | 126168 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 85.00 | 60.00 | 150.00 |
| JP-JV 090142-0 REYES, SADIE MISHAEL | 05/18/09 | 126169 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 18.93 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 52.07 | 71.00 |
| JP-JV 090142-0 REYES, SADIE MISHAEL | 05/18/09 | 126170 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 1.07 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 12.93 | 14.00 |
| JP-NT 090224-0 REYES, DAMACIO OVIDIO | 05/18/09 | 126171 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-NT 090225-0 REYES, SARAH | 05/18/09 | 126172 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-JV 090141-0 MORIN, AYLEEN | 05/18/09 | 126173 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-NT 090222-0 MORIN, ANASTACIO | 05/18/09 | 126174 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-NT 090223-0 MORIN, NORMA | 05/18/09 | 126175 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-JV 090140-0 MORIN, STEPHANIE | 05/18/09 | 126176 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-NT 090221-0 MORIN, NORMA | 05/18/09 | 126177 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 150.00 | 65.00 | 235.00 |
| JP-NT 090220-0 MORIN, ANASTACIO | 05/18/09 | 126178 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 150.00 | 65.00 | 235.00 |
| JP-TR 092074-0 PEREZ, MONICA ALEJANDRA | 05/18/09 | 126179 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 200.00 | 90.00 | 298.00 |
| JP-TR 092328-0 LOYA, MANUEL FRIAS | 05/18/09 | 126180 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092268-0 BARCUS, CATHRYN PAIGE | 05/18/09 | 126181 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-JV 090138-0 MARTINEZ, JOSE REYES | 05/18/09 | 126182 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 75.00 | 575.00 |
| JP-TR 092345-0 HANSELER, FRANCINE JUERGENS | 05/18/09 | 126183 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092178-0 EMBRY, RACHAEL MICHELLE | 05/18/09 | 126184 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-TR 092008-0 RENEGAR, BRYAN EDWARD | 05/18/09 | 126185 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 18.00 | 180.00 | 20.00 | 10.00 | 15.00 | .00 | 30.00 | .00 | 2201.00 | 1601.00 | 4075.00 |
| Cumulative Sub Totals: | | | 2.00 | .00 | 30.00 | .00 | .00 | .00 | .00 | 486.00 | 860.00 | 470.00 | 270.00 | 415.00 | 15.00 | 580.00 | 255.00 | 43541.00 | 27255.00 | 74179.00 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|----------------------------|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 092179-0 | 05/18/09 | 126186 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| EMBRY, RACHAEL MICHELLE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092409-0 | 05/18/09 | 126187 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| STAUTZ, BRANDON MATTHEW | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090139-0 | 05/18/09 | 126188 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 75.00 | 325.00 |
| FALCON, CARLOS W. | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092378-0 | 05/18/09 | 126189 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| LUCAS, LESLIE WAYNE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090411-0 | 05/18/09 | 126190 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 35.00 | 110.00 | 150.00 |
| VARGAS JR, JOSE GUADALUPE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092281-0 | 05/18/09 | 126191 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 110.00 | 610.00 |
| VARGAS, JOSE GUADALUPE JR | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092139-0 | 05/18/09 | 126192 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| MASON, JONATHAN ISAAC | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092061-0 | 05/18/09 | 126193 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| NEVILL, JACK MOSELEY JR | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091901-0 | 05/18/09 | 126194 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| MERCADO, JASON ANTHONY | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090507-0 | 05/18/09 | 126195 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | .00 | 77.00 |
| RADER, STACY A | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092160-0 | 05/18/09 | 126196 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| SMITH, GEORGE CAMERON | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092199-0 | 05/18/09 | 126197 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 154.00 | 90.00 | 252.00 |
| WALL, LARRY JOE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092441-0 | 05/18/09 | 126198 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 45.00 | 60.00 | 110.00 |
| WESTMORELAND, SONDR A FAYE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092296-0 | 05/18/09 | 126199 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| WOODS, ROBERT CRAIG | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092155-0 | 05/19/09 | 126200 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 152.00 | 90.00 | 250.00 |
| REID, RHONDA GAY | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092109-0 | 05/19/09 | 126201 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 97.00 | 90.00 | 195.00 |
| GOLA, ALAN PAUL | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092077-0 | 05/19/09 | 126202 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 45.00 | 60.00 | 110.00 |
| WORDELL, LYNDEN BRIAN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092523-0 | 05/19/09 | 126203 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| WOLF, JACQUELINE DANIELLE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091391-0 | 05/19/09 | 126204 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 35.00 | 60.00 | 100.00 |
| PLATERO, JIMMY MARTINEZ | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090269-0 | 05/19/09 | 126205 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 70.00 | 570.00 |
| GOMEZ, CAMERON CANDICE | | | | | | | | | | | | | | | | | | | | |
| JP-NT 080278-0 | 05/19/09 | 126206 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 130.00 | 650.00 |
| SOLIS, KRISTI | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060047-0 | 05/19/09 | 126207 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 132.00 | 232.00 |
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060048-0 | 05/19/09 | 126208 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 132.00 | 232.00 |
| Page Totals: | | | | | | | | | | | | | | | | | | | | |
| Cumulative Sub Totals: | | | 2.00 | .00 | 30.00 | .00 | .00 | .00 | .00 | 513.00 | 880.00 | 480.00 | 300.00 | 440.00 | 15.00 | 620.00 | 255.00 | 46381.00 | 29004.00 | 78920.00 |

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) | |
|------------------------------|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|--|
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060049-0 | 05/19/09 | 126209 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 132.00 | 232.00 | |
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092347-0 | 05/19/09 | 126210 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 304.00 | 90.00 | 402.00 | |
| VANN, DORA MENDEZ | | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060050-0 | 05/19/09 | 126211 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 132.00 | 232.00 | |
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060051-0 | 05/19/09 | 126212 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 132.00 | 232.00 | |
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092451-0 | 05/19/09 | 126213 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| AYALA, ALBERTO | | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060052-0 | 05/19/09 | 126214 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 132.00 | 232.00 | |
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060053-0 | 05/19/09 | 126215 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 132.00 | 232.00 | |
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092472-0 | 05/19/09 | 126216 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 | |
| GUSTAFSON, STEPHEN K | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091213-0 | 05/19/09 | 126217 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| GREEN, JASON PIERCE | | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060054-0 | 05/19/09 | 126218 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 132.00 | 232.00 | |
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060055-0 | 05/19/09 | 126219 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 132.00 | 632.00 | |
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 085357-0 | 05/19/09 | 126220 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 75.00 | 140.00 | |
| DUPRE, CHARLES A | | | | | | | | | | | | | | | | | | | | | |
| JP-HC 060056-0 | 05/19/09 | 126221 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 136.00 | 636.00 | |
| AIKENS, BEVERLY | | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080250-0 | 05/19/09 | 126222 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 | |
| MARMOLEJO, MARIA | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 083724-0 | 05/19/09 | 126223 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 195.00 | 120.00 | 320.00 | |
| GARCIA, ROBERTO RAMOS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 083725-0 | 05/19/09 | 126224 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 350.00 | 120.00 | 475.00 | |
| GARCIA, ROBERTO RAMOS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 084581-0 | 05/19/09 | 126225 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 120.00 | 620.00 | |
| GARCIA, ROBERTO RAMOS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091601-0 | 05/19/09 | 126226 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| LIVA, JESSICA NICOLE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091904-0 | 05/19/09 | 126227 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 | |
| RODRIGUEZ, ASENCION MARTINEZ | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091625-0 | 05/19/09 | 126228 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 35.00 | 65.00 | 100.00 | |
| SALAZAR JR, ORLANDO JOSHUA | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090224-0 | 05/19/09 | 126229 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 197.50 | 120.00 | 317.50 | |
| STIBA, SAVANNAH LAUREN | | | | | | | | | | | | | | | | | | | | | |
| JP-LW 090049-0 | 05/19/09 | 126230 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 97.00 | 90.00 | 195.00 | |
| RAMOS-LIZARDO, ANTONIO | | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 12.00 | .00 | .00 | 30.00 | 15.00 | .00 | 15.00 | .00 | 3452.50 | 2140.00 | 5664.50 | |
| Cumulative Sub Totals: | | | 2.00 | .00 | 30.00 | .00 | .00 | .00 | .00 | 525.00 | 880.00 | 480.00 | 330.00 | 455.00 | 15.00 | 635.00 | 255.00 | 49833.50 | 31144.00 | 84584.50 | |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|--|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 092062-0 WATTS, SUSAN MARIE | 05/19/09 | 126231 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-TR 092030-0 WILLIAMS, SHERRI SUE | 05/19/09 | 126232 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 092221-0 WOODS, SAMUEL RAY | 05/21/09 | 126233 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-TR 092200-0 BRUENNING, BRIAN ANTHONY | 05/21/09 | 126234 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 154.00 | 90.00 | 252.00 |
| JP-TR 090858-0 WATERMAN, KASSIE NICOLE | 05/21/09 | 126235 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 140.00 | 225.00 |
| JP-TR 092430-0 WATERMAN, KASSIE NICOLE | 05/21/09 | 126236 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 54.00 | 110.00 | 164.00 |
| JP-TR 091991-0 FISK, MATTHEW JOHN-JOEL | 05/21/09 | 126237 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | 10.00 | 20.00 |
| JP-TR 091990-0 FISK, MATTHEW JOHN-JOEL | 05/21/09 | 126238 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 100.00 | 185.00 |
| JP-TR 091361-0 MORTON, JAMES TYLER | 05/21/09 | 126239 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 394.00 | 95.00 | 497.00 |
| JP-TR 092302-0 CARAWAY, JANEDIA JONES | 05/21/09 | 126240 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092196-0 COX, JAMES EARL JR | 05/21/09 | 126241 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-JV 080082-0 WILLIAMS, KADEN | 05/21/09 | 126242 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | 10.00 |
| JP-NT 090165-0 CRUMP, MELBERT | 05/21/09 | 126243 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 115.00 | 140.00 |
| JP-TR 092411-0 DELLER, ARTHUR EDWARD | 05/21/09 | 126244 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 091875-0 MUNOZ, DIANA MARTINEZ | 05/21/09 | 126245 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 104.00 | 90.00 | 202.00 |
| JP-TR 092222-0 VICK, PAUL LEE | 05/21/09 | 126246 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092089-0 WHITAKER, XAVIER LIONEL | 05/21/09 | 126247 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 |
| JP-TR 091806-0 QUILES, ANTHONY | 05/21/09 | 126248 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-NT 090006-0 WILLIAMS, KADEN | 05/21/09 | 126249 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 115.00 | 85.00 | 200.00 |
| JP-TR 092079-0 YANEZ, LUIS A | 05/21/09 | 126250 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-TR 092547-0 MARTINEZ, OMAR MARTIN | 05/21/09 | 126251 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 200.00 | 200.00 |
| JP-TR 092548-0 MARTINEZ, OMAR MARTIN | 05/21/09 | 126252 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 350.00 | 350.00 |
| JP-NT 090148-0 GARZA, EDWARD | 05/21/09 | 126253 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 210.00 | 85.00 | 300.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 45.00 | 20.00 | 30.00 | 10.00 | 45.00 | .00 | 40.00 | .00 | 1712.00 | 2380.00 | 4282.00 |
| Cumulative Sub Totals: | | | 2.00 | .00 | 30.00 | .00 | .00 | .00 | .00 | 570.00 | 900.00 | 510.00 | 340.00 | 500.00 | 15.00 | 675.00 | 255.00 | 51545.50 | 33524.00 | 88866.50 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---|-----------|-------------|------|-------|-------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-JV 090109-0 GONZALEZ, JOSE ANGEL | 05/21/09 | 126254 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 70.00 | 90.00 |
| JP-HC 090003-0 NUNEZ, MARK | 05/21/09 | 126255 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 60.00 | 160.00 |
| JP-TR 091419-0 MILLER, DONALD WAYNE | 05/21/09 | 126256 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 15.00 | 60.00 | 80.00 |
| JP-JV 090155-0 GARZA, JESSE RAY | 05/21/09 | 126257 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 150.00 | 75.00 | 225.00 |
| JP-TR 092430-0 WATERMAN, KASSIE NICOLE | 05/21/09 | 126258 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 446.00 | .00 | 446.00 |
| JP-TR 092112-0 YOUNG, JORDAN ELIZABETH | 05/21/09 | 126259 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 197.00 | 90.00 | 295.00 |
| JP-TR 092158-0 SILVA, MOSES JR | 05/21/09 | 126260 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 500.00 | 90.00 | 598.00 |
| JP-TR 091132-0 STRICKEL, LANCE WAYNE | 05/21/09 | 126261 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 30.00 | 60.00 | 95.00 |
| JP-TR 090578-0 SALAS-BATRES, MARIA T | 05/21/09 | 126262 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 243.00 | .00 | 243.00 |
| JP-TR 084880-0 DAVILA, JENNIFER LYNN | 05/21/09 | 126263 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 117.00 | 125.00 |
| JP-TR 084880-0 DAVILA, JENNIFER LYNN | 05/21/09 | 126264 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 217.00 | 33.00 | 250.00 |
| JP-TR 084880-0 DAVILA, JENNIFER LYNN | 05/21/09 | 126265 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | .00 | 100.00 |
| JP-JV 080234-0 SANCHEZ, GLIANNE | 05/21/09 | 126266 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-TR 092210-0 RAMM, NICKIE MICHELLE | 05/21/09 | 126267 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092211-0 RAMM, NICKIE MICHELLE | 05/21/09 | 126268 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-JV 090033-0 GONZALEZ, JANET | 05/21/09 | 126269 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | .00 | 100.00 |
| JP-TR 092229-0 RAMIREZ, JUANA MEDINA | 05/22/09 | 126270 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092471-0 JOHNSON, DARIN MATTHEW | 05/22/09 | 126271 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-NT 080672-0 DOLLAR, STEPHANIE | 05/22/09 | 126272 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-TR 092218-0 FLOURNOY, STACEY LEE | 05/22/09 | 126273 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-JV 080334-0 TELLEZ, SANTOS MOISES | 05/22/09 | 126274 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-TR 092248-0 GALVAN, DEANNA HOLMES | 05/22/09 | 126275 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 35.00 | 60.00 | 100.00 |
| JP-TR 092249-0 | 05/22/09 | 126276 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 21.00 | 20.00 | 20.00 | 20.00 | 20.00 | .00 | 30.00 | .00 | 2215.00 | 1375.00 | 3721.00 |
| Cumulative Sub Totals: | | | 2.00 | .00 | 30.00 | .00 | .00 | .00 | .00 | 591.00 | 920.00 | 530.00 | 360.00 | 520.00 | 15.00 | 705.00 | 255.00 | 53760.50 | 34899.00 | 92587.50 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) | |
|--------------------------|-----------|-------------|-------|-------|--------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|--|
| GALVAN, DEANNA HOLMES | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 002240-0 | 05/22/09 | 126277 | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 85.25 | 160.25 | |
| ALDERETE JR, SANTOS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 002241-0 | 05/22/09 | 126278 | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 350.00 | 85.25 | 457.25 | |
| ALDERETE JR, SANTOS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 022880-0 | 05/22/09 | 126279 | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 200.00 | 90.00 | 307.00 | |
| ALDERETE JR., SANTOS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 013013-0 | 05/22/09 | 126280 | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 350.00 | 90.00 | 462.00 | |
| ALDERETE JR, SANTOS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 013014-0 | 05/22/09 | 126281 | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 40.00 | 90.00 | 152.00 | |
| ALDERETE JR, SANTOS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 022835-0 | 05/22/09 | 126282 | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 200.00 | 90.00 | 307.00 | |
| ALDERETE JR., SANTOS | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092271-0 | 05/22/09 | 126283 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| CONCHA, APOLINAR JR | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 085841-0 | 05/22/09 | 126284 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 152.00 | .00 | 152.00 | |
| CHAVANA, MARIO SANTIAGO | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090193-0 | 05/22/09 | 126285 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | .00 | 50.00 | |
| WASHINGTON, BRANDON ALAN | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090193-0 | 05/22/09 | 126286 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 315.00 | .00 | 315.00 | |
| WASHINGTON, BRANDON ALAN | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092202-0 | 05/22/09 | 126287 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 52.00 | 90.00 | 150.00 | |
| MORENO, ELIZABETH M | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092165-0 | 05/22/09 | 126288 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 | |
| ASAY, SCOTT ELLEDGE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092435-0 | 05/22/09 | 126289 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 195.00 | 65.00 | 260.00 | |
| SEDA, JOSE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092436-0 | 05/22/09 | 126290 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 350.00 | 65.00 | 415.00 | |
| SEDA, JOSE | | | | | | | | | | | | | | | | | | | | | |
| JP-LW 090072-0 | 05/22/09 | 126291 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 17.00 | 90.00 | 115.00 | |
| MERRIL, DANIEL BARLOW | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092487-0 | 05/22/09 | 126292 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 394.00 | 90.00 | 492.00 | |
| GILBERT, ANGELA CRUSE | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092311-0 | 05/22/09 | 126293 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 | |
| STREETER, BRIAN JAMES | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092203-0 | 05/22/09 | 126294 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 304.00 | 90.00 | 402.00 | |
| JONES, DANIEL STEPHEN | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092338-0 | 05/22/09 | 126295 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 | |
| SPERANZA, ANTHONY C | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092294-0 | 05/22/09 | 126296 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | |
| PEREZ, PAMELA | | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092306-0 | 05/22/09 | 126297 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 | |
| RAYA, JESSICA | | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090096-0 | 05/22/09 | 126298 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 200.00 | 90.00 | 310.00 | |
| HEWARD, THERESA | | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | 12.00 | .00 | 90.00 | .00 | .00 | .00 | .00 | 27.00 | 20.00 | 10.00 | 20.00 | 25.00 | .00 | 35.00 | .00 | 3423.00 | 1470.50 | 5132.50 | |
| Cumulative Sub Totals: | | | 14.00 | .00 | 120.00 | .00 | .00 | .00 | .00 | 618.00 | 940.00 | 540.00 | 380.00 | 545.00 | 15.00 | 740.00 | 255.00 | 57183.50 | 36369.50 | 97720.00 | |

Aquafrest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---|-----------|-------------|-------|-------|--------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 091641-0 JONES, CAROLYN DANIELLE | 05/22/09 | 126299 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 202.00 | .00 | 202.00 |
| JP-TR 090185-0 DEE, ZACHARY SCOTT | 05/22/09 | 126300 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | .00 | 77.00 |
| JP-LW 090066-0 ROSKE, RONALD JOHN | 05/22/09 | 126301 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 300.00 | 60.00 | 365.00 |
| JP-TR 080995-0 SOLIS, EDDIE | 05/22/09 | 126302 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | 85.00 | 162.00 |
| JP-LW 090044-0 GONZALEZ, CESAR | 05/22/09 | 126303 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 200.00 | 90.00 | 298.00 |
| JP-TR 092201-0 HIGDON, ELSBETH IRENE | 05/22/09 | 126304 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092307-0 SANDERS, TINA MARIE | 05/22/09 | 126305 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 091292-0 GUILLEN, ANTONIO | 05/26/09 | 126306 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 110.00 | 610.00 |
| JP-JV 080266-0 CRABB, ERICA | 05/26/09 | 126307 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | 10.00 |
| JP-JV 090177-0 CRABB, ERICA | 05/26/09 | 126308 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 60.00 | 160.00 |
| JP-TR 092272-0 FREEMAN, ANTHONI JAMAL | 05/26/09 | 126309 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-JV 090144-0 JONES, GRANT ANDREW | 05/26/09 | 126310 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 090454-0 CHAPA JR, ALCADIO | 05/26/09 | 126311 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 1000.00 | 110.00 | 1115.00 |
| JP-TR 091319-0 CHAPA JR, ALCADIO | 05/26/09 | 126312 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 110.00 | 610.00 |
| JP-TR 085085-0 CHAPA JR, ALCADIO | 05/26/09 | 126313 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 97.00 | 140.00 | 245.00 |
| JP-TR 092461-0 BARRETT, CLIFTON DAVID | 05/26/09 | 126314 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 30.00 | 60.00 | 95.00 |
| JP-TR 092531-0 PALACIO, BACILIO | 05/26/09 | 126315 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092532-0 PALACIO, BACILIO | 05/26/09 | 126316 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092220-0 TUCK, JOHN ANTHONY | 05/26/09 | 126317 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-NT 090045-0 REVELES, PATRICIA | 05/26/09 | 126318 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 167.00 | .00 | 167.00 |
| JP-TR 092225-0 BROYLES, ALEX BARTON | 05/26/09 | 126319 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| JP-TR 090731-0 SHERVA, TIMOTHY MICHAEL | 05/26/09 | 126320 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-TR 092226-0 BROYLES, ALEX BARTON | 05/26/09 | 126321 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 27.00 | .00 | 50.00 | 30.00 | 20.00 | .00 | 40.00 | .00 | 3359.00 | 1465.00 | 4991.00 |
| Cumulative Sub Totals: | | | 14.00 | .00 | 120.00 | .00 | .00 | .00 | .00 | 645.00 | 940.00 | 590.00 | 410.00 | 565.00 | 15.00 | 780.00 | 255.00 | 60542.50 | 37834.50 | 102711.00 |

Aquaforest TIEF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---|-----------|-------------|-------|-------|--------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-NT 090197-0 BUCEK, JOSHUA | 05/26/09 | 126322 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-TR 092308-0 CARTER, ROBERT LEE | 05/26/09 | 126323 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 35.00 | 60.00 | 100.00 |
| JP-TR 092315-0 FAZIO, JEFFREY LOUIS | 05/26/09 | 126324 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 197.00 | 90.00 | 295.00 |
| JP-TR 092299-0 GOFF, KAY RUTH | 05/26/09 | 126325 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-JV 080231-0 MOJICA, ALEXANDER | 05/26/09 | 126326 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 63.00 | .00 | 63.00 |
| JP-TR 091938-0 MAYFIELD, WILLIAM RALPH | 05/26/09 | 126327 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-JV 090144-0 JONES, GRANT ANDREW | 05/26/09 | 126328 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | -3.00 | .00 | -10.00 | .00 | -5.00 | .00 | .00 | .00 | .00 | -90.00 | -108.00 |
| JP-JV 090144-0 JONES, GRANT ANDREW | 05/26/09 | 126329 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-JV 080041-0 MOJICA, ALEX J | 05/26/09 | 126330 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | 90.00 | 100.00 |
| JP-NT 090231-0 SCHRADER, RYAN | 05/26/09 | 126331 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| JP-TR 092175-0 KENDRICK, JAMES WILLIAM | 05/26/09 | 126332 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 |
| JP-TR 092656-0 CORONA, NICOLAS DIAZ | 05/26/09 | 126333 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 304.00 | 90.00 | 402.00 |
| JP-TR 083722-0 PACE, RAY ALVIN | 05/26/09 | 126334 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 200.00 | 140.00 | 348.00 |
| JP-TR 083723-0 PACE, RAY ALVIN | 05/26/09 | 126335 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 200.00 | 140.00 | 348.00 |
| JP-LW 090068-0 PATTERSON, ROBERT WAYNE | 05/26/09 | 126336 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 150.00 | 60.00 | 215.00 |
| JP-TR 092627-0 RICE, JENNIFER MARIE | 05/26/09 | 126337 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 304.00 | 95.00 | 402.00 |
| JP-TR 091559-0 SPIERS, JAMES MCROBERT | 05/26/09 | 126338 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 350.00 | 60.00 | 415.00 |
| JP-TR 041599-0 RODRIGUEZ-ZAPREN, RICARDO | 05/26/09 | 126339 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 200.00 | 137.00 | 345.00 |
| JP-TR 042712-0 RODRIGUEZ-ZAPREN, RICARDO | 05/26/09 | 126340 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 200.00 | 107.00 | 307.00 |
| JP-TR 091914-0 SANCHEZ, JAVIER GREGORIO | 05/26/09 | 126341 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-NT 090254-0 SYNATZSKE, MATTHEW PAUL | 05/26/09 | 126342 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 215.00 | 70.00 | 285.00 |
| JP-TR 091751-0 TAYLOR, DANIEL KEITH | 05/26/09 | 126343 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 32.00 | .00 | 32.00 |
| JP-TR 092341-0 | 05/26/09 | 126344 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 154.00 | 90.00 | 252.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 30.00 | 40.00 | .00 | 20.00 | 35.00 | .00 | 25.00 | .00 | 2920.00 | 1629.00 | 4699.00 |
| Cumulative Sub Totals: | | | 14.00 | .00 | 120.00 | .00 | .00 | .00 | .00 | 675.00 | 980.00 | 590.00 | 430.00 | 600.00 | 15.00 | 805.00 | 255.00 | 63462.50 | 39463.50 | 107410.00 |

Aquaforest TIEF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|------------------------------|-----------|-------------|-------|-------|--------|-----|---------|-----|-----|--------|--------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| SANDERSON, PAUL R | | | | | | | | | | | | | | | | | | | | |
| JP-LW 090051-0 | 05/26/09 | 126345 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 100.00 | 60.00 | 165.00 |
| KILDAIR, VICTOR PAUL | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090151-0 | 05/26/09 | 126346 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 150.00 | 75.00 | 225.00 |
| GASPAR, CLAUDIA MARIE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092076-0 | 05/27/09 | 126347 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| CLARK, DEBORAH ANN | | | | | | | | | | | | | | | | | | | | |
| JP-LW 090055-0 | 05/27/09 | 126348 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 100.00 | 60.00 | 165.00 |
| KERR, JAMES EMANUEL | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092381-0 | 05/27/09 | 126349 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| MAXWELL, RALPH LESLIE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092490-0 | 05/27/09 | 126350 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| GOTT, DEIDRE ANN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092512-0 | 05/27/09 | 126351 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | 90.00 | 108.00 |
| ODOM, RYAN DAVID | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092512-0 | 05/27/09 | 126352 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | -3.00 | .00 | -10.00 | .00 | .00 | .00 | .00 | .00 | -5.00 | -90.00 | -108.00 |
| ODOM, RYAN DAVID | | | | | | | | | | | | | | | | | | | | |
| JP-TR 075538-0 | 05/27/09 | 126353 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 100.00 | 146.00 | 254.00 |
| FERNANDEZ, JUAN PABLO | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092512-0 | 05/27/09 | 126354 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| ODOM, RYAN DAVID | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092582-0 | 05/27/09 | 126355 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| KUTACH, LINDA KATHERINE | | | | | | | | | | | | | | | | | | | | |
| JP-LW 090056-0 | 05/28/09 | 126356 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 100.00 | 60.00 | 165.00 |
| VELAZQUEZ-MAGALLANES, CARLOS | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092291-0 | 05/28/09 | 126357 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| ALCOCER, GILBERT JR | | | | | | | | | | | | | | | | | | | | |
| JP-HC 090019-0 | 05/28/09 | 126358 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 60.00 | 160.00 |
| WILLIAMS, CARRI | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091917-0 | 05/28/09 | 126359 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 2.93 | .00 | .00 | .00 | .01 | .00 | .00 | .00 | .00 | 83.06 | 86.00 |
| GONZALES, STEVEN LEE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091917-0 | 05/28/09 | 126360 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .07 | .00 | .00 | .00 | 4.99 | .00 | .00 | .00 | 52.00 | 6.94 | 64.00 |
| GONZALES, STEVEN LEE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 051094-0 | 05/28/09 | 126361 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 200.00 | 107.00 | 315.00 |
| UNRUH, ELLAMARIE ESTHER | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092438-0 | 05/28/09 | 126362 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 35.00 | 60.00 | 100.00 |
| OWEN, LESLIE ANN | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080318-0 | 05/28/09 | 126363 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | 10.00 |
| HARMON, ALEXANDRIA V | | | | | | | | | | | | | | | | | | | | |
| JP-MT 090286-0 | 05/28/09 | 126364 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 150.00 | 60.00 | 210.00 |
| HARMON, ALEXANDRIA V | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092517-0 | 05/28/09 | 126365 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 200.00 | 90.00 | 298.00 |
| BECK, RONALD EDWARD | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092635-0 | 05/28/09 | 126366 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 154.00 | 95.00 | 252.00 |
| DEARMAN, DON LEE | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 33.00 | .00 | 30.00 | .00 | 25.00 | .00 | 45.00 | .00 | 1627.00 | 1513.00 | 3273.00 |
| Cumulative Sub Totals: | | | 14.00 | .00 | 120.00 | .00 | .00 | .00 | .00 | 708.00 | 980.00 | 620.00 | 430.00 | 625.00 | 15.00 | 850.00 | 255.00 | 65089.50 | 40976.50 | 110683.00 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|--------------------------|-----------|-------------|-------|-------|--------|-----|---------|-----|-----|--------|---------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-TR 091859-0 | 05/28/09 | 126367 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| DIVIESTI JR, MICHAEL E | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091762-0 | 05/28/09 | 126368 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 152.00 | 90.00 | 250.00 |
| GUNTER, KRISTIN ROCHELLE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090523-0 | 05/28/09 | 126369 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | .00 | 77.00 |
| MCJUNKIN, JOHN FREDRIC | | | | | | | | | | | | | | | | | | | | |
| JP-HC 090021-0 | 05/28/09 | 126370 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 60.00 | 160.00 |
| CRUMP, ADAM C | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092323-0 | 05/28/09 | 126371 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| COLLINS, CRAIG WARREN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092322-0 | 05/28/09 | 126372 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| COLLINS, CRAIG WARREN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092330-0 | 05/28/09 | 126373 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| SHEFMAN, SUE ANN | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090240-0 | 05/28/09 | 126374 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 75.00 | 125.00 |
| ORTIZ, ISADOR | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092331-0 | 05/28/09 | 126375 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 32.00 | 95.00 | 130.00 |
| SHEFMAN, SUE ANN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092035-0 | 05/28/09 | 126376 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| PATRICK, DANIEL WAYNE JR | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090259-0 | 05/28/09 | 126377 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 400.00 | 70.00 | 470.00 |
| COTTOM, THOMAS GLENN II | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090259-0 | 05/28/09 | 126378 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | .00 | 100.00 |
| COTTOM, THOMAS GLENN II | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092365-0 | 05/28/09 | 126379 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 32.00 | 90.00 | 130.00 |
| BENNETT, MICHAEL LEON | | | | | | | | | | | | | | | | | | | | |
| JP-NT 080529-0 | 05/28/09 | 126380 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 145.00 | 415.00 |
| SMITH, VICKIE | | | | | | | | | | | | | | | | | | | | |
| JP-NT 080576-0 | 05/28/09 | 126381 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 350.00 | 140.00 | 510.00 |
| SMITH, VICKIE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090564-0 | 05/28/09 | 126382 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 152.00 | .00 | 152.00 |
| STEPHENS, WARREN LEE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092014-0 | 05/28/09 | 126383 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 1000.00 | 60.00 | 1065.00 |
| TOWNSEND, TAMARA JAYNE | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090246-0 | 05/28/09 | 126384 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | 65.00 | 135.00 |
| ORTIZ, JESSICA | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090245-0 | 05/28/09 | 126385 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 1.00 | 65.00 | 86.00 |
| ORTIZ, ERICA | | | | | | | | | | | | | | | | | | | | |
| JP-NT 090243-0 | 05/28/09 | 126386 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 1.00 | 75.00 | 76.00 |
| ORTIZ, ERICA | | | | | | | | | | | | | | | | | | | | |
| JP-NT 080663-0 | 05/28/09 | 126387 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | 10.00 |
| VREELAND, KIMBERLY | | | | | | | | | | | | | | | | | | | | |
| JP-JV 080335-0 | 05/28/09 | 126388 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 10.00 | 110.00 |
| VREELAND, ANTHONY | | | | | | | | | | | | | | | | | | | | |
| JP-NT 080607-0 | 05/28/09 | 126389 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 105.00 | 105.00 |
| WOODS, LORETTA | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 15.00 | 80.00 | .00 | 30.00 | 10.00 | .00 | 15.00 | .00 | 3001.00 | 1335.00 | 4486.00 |
| Cumulative Sub Totals: | | | 14.00 | .00 | 120.00 | .00 | .00 | .00 | .00 | 723.00 | 1060.00 | 620.00 | 460.00 | 635.00 | 15.00 | 865.00 | 255.00 | 68090.50 | 42311.50 | 115169.00 |

Aquaforest TIF Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|---|-----------|-------------|-------|-------|--------|-----|---------|-----|-----|--------|---------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-JV 080296-0 WOODS, DALTON | 05/28/09 | 126390 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 150.00 | 5.00 | 155.00 |
| JP-TR 091827-0 MATHIS, SABRINA MARIE | 05/28/09 | 126391 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 152.00 | 90.00 | 250.00 |
| JP-TR 091826-0 MATHIS, SABRINA MARIE | 05/28/09 | 126392 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 500.00 | 90.00 | 598.00 |
| JP-JV 090152-0 ZUNIGA, CHRISTIAN | 05/28/09 | 126393 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 75.00 | 175.00 |
| JP-TR 092023-0 LAUBENTHAL, F NICHOLAS IV | 05/28/09 | 126394 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 52.00 | 115.00 | 175.00 |
| JP-TR 092303-0 DANIEL, LINDA MARGARET | 05/28/09 | 126395 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092334-0 GUENTHNER, DAVID A | 05/28/09 | 126396 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092391-0 SCHNELL, AMANDA RENE | 05/28/09 | 126397 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092090-0 LEATHERWOOD, JOHN PAUL | 05/28/09 | 126398 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 478.00 | .00 | 478.00 |
| JP-JV 090021-0 CIGALES, JOSHUA | 05/28/09 | 126399 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 350.00 | 10.00 | 360.00 |
| JP-TR 092677-0 HAMMIT, BARTON JUSTIN | 05/28/09 | 126400 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092705-0 BODMAN, LAURA G | 05/28/09 | 126401 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 197.00 | 90.00 | 295.00 |
| JP-NT 080494-0 LOPEZ, IRMA | 05/28/09 | 126402 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 100.00 |
| JP-NT 090041-0 CHASTAIN, JENNIFER | 05/28/09 | 126403 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 245.00 | .00 | 245.00 |
| JP-JV 090055-0 THOMAS, ARIEL M. | 05/28/09 | 126404 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 325.00 | 90.00 | 435.00 |
| JP-TR 092331-0 SHEFMAN, SUE ANN | 05/28/09 | 126405 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | -3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | -32.00 | -95.00 | -130.00 |
| JP-TR 092331-0 SHEFMAN, SUE ANN | 05/28/09 | 126406 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 32.00 | 95.00 | 130.00 |
| JP-JV 090062-0 TONEY-DALE, DEVONISHA C. | 05/29/09 | 126407 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 250.00 | 70.00 | 340.00 |
| JP-NT 090079-0 BUTLER, DOMAINQUIE | 05/29/09 | 126408 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 70.00 | 190.00 |
| JP-TR 092128-0 WARREN, KRISTA RENEE | 05/29/09 | 126409 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 252.00 | .00 | 252.00 |
| JP-TR 092476-0 GRAHAM, MARCENE ANNETTE | 05/29/09 | 126410 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 090837-0 HOLEKAMP, BELINDA ANN | 05/29/09 | 126411 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 35.00 | 110.00 | 150.00 |
| JP-TR 092425-0 | 05/29/09 | 126412 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 110.00 | 610.00 |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 27.00 | 60.00 | 40.00 | .00 | 5.00 | .00 | 45.00 | .00 | 3763.00 | 1475.00 | 5415.00 |
| Cumulative Sub Totals: | | | 14.00 | .00 | 120.00 | .00 | .00 | .00 | .00 | 750.00 | 1120.00 | 660.00 | 460.00 | 640.00 | 15.00 | 910.00 | 255.00 | 71853.50 | 43786.50 | 120584.00 |

Aquaforest TIE Junction Evaluation

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|----------------------------|-----------|-------------|-------|-------|--------|-----|---------|-----|-----|--------|---------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| HOLEKAMP, BELINDA ANN | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090119-0 | 05/29/09 | 126413 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 85.00 | 85.00 |
| MOORE, VERILEE LAMONT | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090145-0 | 05/29/09 | 126414 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 65.00 | 85.00 |
| MENDEZ, GERONIMO | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092320-0 | 05/29/09 | 126415 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| MIRELES, DEREK ROSS | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092321-0 | 05/29/09 | 126416 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| MIRELES, DEREK ROSS | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092396-0 | 05/29/09 | 126417 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| MAHROUS-AMINE, FAICAL | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092397-0 | 05/29/09 | 126418 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 35.00 | 60.00 | 100.00 |
| MAHROUS-AMINE, FAICAL | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092553-0 | 05/29/09 | 126419 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JESALOSKY, KYRIE MARIE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092552-0 | 05/29/09 | 126420 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 95.00 | 108.00 |
| JESALOSKY, KYRIE MARIE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092437-0 | 05/29/09 | 126421 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| FLYNN, BRENDA JOSEPHINE | | | | | | | | | | | | | | | | | | | | |
| JP-JV 090168-0 | 05/29/09 | 126422 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 75.00 | 75.00 |
| CARDIEL, AREANNA | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091985-0 | 05/29/09 | 126423 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 1.00 | 60.00 | 66.00 |
| ROGERS, STEPHANIE ANN | | | | | | | | | | | | | | | | | | | | |
| JP-NT 080519-0 | 05/29/09 | 126424 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 100.00 | 65.00 | 185.00 |
| TAPTA, ELICIE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 090980-0 | 05/29/09 | 126425 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | .00 | 77.00 |
| BUSTAMANTE, MEGHAN RIANE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 091784-0 | 05/29/09 | 126426 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | .00 | 77.00 |
| BALDERAS, TOMASA PEREZ | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092467-0 | 05/29/09 | 126427 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| GONZALEZ, RICARDO EUSTACIO | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092528-0 | 05/29/09 | 126428 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| MEREDITH, RAYMOND LEE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092439-0 | 05/29/09 | 126429 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 45.00 | 60.00 | 110.00 |
| MARTINEZ, CRYSTAL YVETTE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092576-0 | 05/29/09 | 126430 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 77.00 | 90.00 | 175.00 |
| GEORGE, CAROL ANN | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092540-0 | 05/29/09 | 126431 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 195.00 | 60.00 | 260.00 |
| ORTIZ-URBINA, ILESANDRO | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092577-0 | 05/29/09 | 126432 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| PALMER, PHILIP ANDREW | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092292-0 | 05/29/09 | 126433 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 32.00 | 90.00 | 130.00 |
| IVEY, MICHAEL LEE | | | | | | | | | | | | | | | | | | | | |
| JP-TR 092558-0 | 05/29/09 | 126434 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 50.00 | 90.00 | 148.00 |
| MARSHALL, DEBRA | | | | | | | | | | | | | | | | | | | | |
| Page Totals: | | | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 21.00 | 40.00 | 30.00 | 50.00 | 20.00 | .00 | 30.00 | .00 | 766.00 | 1165.00 | 2122.00 |
| Cumulative Sub Totals: | | | 14.00 | .00 | 120.00 | .00 | .00 | .00 | .00 | 771.00 | 1160.00 | 690.00 | 510.00 | 660.00 | 15.00 | 940.00 | 255.00 | 72619.50 | 44951.50 | 122706.00 |

| Case Number | Tran Date | Tran Number | JCPT | LEOSE | CVC | CJP | INS/OCL | CR | GR | TFC | CS | DSC | DISM | COUNTY ARREST FEES | TPWL ARREST FEES | DPS ARREST FEES | TPWL FINE 85% | FINES | ALL OTHER FEES | TOTAL PAID (ROW) |
|--|-----------|-------------|-------|-------|--------|-----|---------|-----|-----|--------|---------|--------|--------|--------------------|------------------|-----------------|---------------|----------|----------------|------------------|
| JP-JV 090146-0 JOHNSON, KAYLA | 05/29/09 | 126435 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 65.00 | 585.00 |
| JP-TR 090555-0 ROBLES, LAURIE ANN | 05/29/09 | 126436 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 140.00 | 225.00 |
| JP-NT 030181-0 DIAZ, DEBBIE | 05/29/09 | 126437 | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 1.00 | 60.00 | 98.00 |
| JP-TR 092301-0 STEWART, RICK LEE | 05/29/09 | 126438 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 092301-0 STEWART, RICK LEE | 05/29/09 | 126439 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | -3.00 | .00 | .00 | .00 | .00 | .00 | -5.00 | .00 | -77.00 | -90.00 | -175.00 |
| JP-TR 092301-0 STEWART, RICK LEE | 05/29/09 | 126440 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-JV 090107-0 FAUSETT, OLIVIA | 05/29/09 | 126441 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 20.00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 75.00 | 595.00 |
| JP-NT 080730-0 FAUSETT, MARIAH | 05/29/09 | 126442 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 500.00 | 15.00 | 515.00 |
| JP-TR 090795-0 FAUSETT, MARIAH ALEXANDRA | 05/29/09 | 126443 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 200.00 | 60.00 | 265.00 |
| JP-TR 091420-0 MILLER, DONALD WAYNE | 05/29/09 | 126444 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 1.00 | 90.00 | 99.00 |
| JP-TR 092298-0 HAWTHORNE, JOHN MARTIN | 05/29/09 | 126445 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092064-0 TRAVERSE, CRYSTAL LEVON | 05/29/09 | 126446 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 77.00 | 90.00 | 175.00 |
| JP-TR 090736-0 TOWENKO, PETTER MESQUITA | 05/29/09 | 126447 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 77.00 | .00 | 77.00 |
| JP-TR 092434-0 WASCOM, LAURA LYNETTE | 05/29/09 | 126448 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | 10.00 |
| JP-JV 090033-0 GONZALEZ, JANET | 05/29/09 | 126449 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 105.00 | .00 | 105.00 |
| JP-TR 092410-0 RANDIG, MEGAN MICHELLE | 05/29/09 | 126450 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | 10.00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 90.00 | 108.00 |
| JP-TR 092336-0 SYNATZSKE, BILLY GENE | 05/29/09 | 126451 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 350.00 | 60.00 | 415.00 |
| JP-NT 090254-0 SYNATZSKE, MATTHEW PAUL | 05/29/09 | 126452 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 235.00 | .00 | 235.00 |
| JP-NT 090254-0 SYNATZSKE, MATTHEW PAUL | 05/29/09 | 126453 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 50.00 | .00 | 50.00 |
| JP-TR 092412-0 MCCAFFERTY, CARY MACINTOSH | 05/29/09 | 126454 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | 52.00 | 90.00 | 150.00 |
| JP-TR 091829-0 ALONZO, JOHN LEE | 05/29/09 | 126455 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 150.00 | .00 | 150.00 |
| JP-TR 091828-0 ALONZO, JOHN LEE | 05/29/09 | 126456 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 3.00 | .00 | .00 | .00 | .00 | .00 | 5.00 | .00 | 52.00 | 90.00 | 150.00 |
| Page Totals: | | | 2.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | 24.00 | 60.00 | 30.00 | 10.00 | 15.00 | .00 | 35.00 | .00 | 2927.00 | 1105.00 | 4223.00 |
| Report Totals - Details Section: | | | 16.00 | .00 | 135.00 | .00 | .00 | .00 | .00 | 795.00 | 1220.00 | 720.00 | 520.00 | 675.00 | 15.00 | 975.00 | 255.00 | 75546.50 | 46056.50 | 126929.00 |

| Fee Code | Fee Description | Total Items | Total Paid | Total Money | Total Non-Money | Cash | Checks | Money Orders | Credit Cards | Escrow | Jail Credit | C.S.R. | Other | G.L. Code | G.L. Account Name |
|---|-------------------------------------|-------------|------------|-------------|-----------------|----------|---------|--------------|--------------|--------|-------------|--------|--------|---------------------|-------------------|
| AFC4 | CONTABLE ARREST FEE PCT.4 | 2 | 10.00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | 10.00 | .00 | .00 | 0100-0000-341904 | |
| AFCAF | COUNTY ARREST FEE | 135 | 650.00 | 580.00 | 70.00 | 225.01 | 70.00 | 215.00 | 69.99 | .00 | 70.00 | .00 | .00 | 0100-0000-341804 | |
| AFDPS | DPS ARREST FEE | 199 | 975.00 | 925.00 | 50.00 | 270.00 | 105.00 | 390.00 | 160.00 | .00 | 50.00 | .00 | .00 | 0399-0000-208400 | |
| AFPWA | PARKS & WILDLIFE ARREST FEE | 3 | 15.00 | 15.00 | .00 | 15.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 0399-0000-208400 | |
| CAF | COUNTY ARREST FEE | 3 | 15.00 | 15.00 | .00 | 5.00 | .00 | 5.00 | 5.00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| CS | CHILD SAFETY | 62 | 1220.00 | 1100.00 | 120.00 | 718.93 | .00 | 100.00 | 281.07 | .00 | 120.00 | .00 | .00 | 0100-0000-341804 | |
| CVC | CRIME VICTIMS FUND | 9 | 135.00 | 30.00 | 105.00 | 30.00 | .00 | .00 | .00 | .00 | 105.00 | .00 | .00 | 0399-0000-208300 | |
| DIS | DISMISSAL FEE | 50 | 520.00 | 520.00 | .00 | 230.00 | 30.00 | 180.00 | 80.00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| DSC | DEFENSIVE DRIVING | 81 | 720.00 | 720.00 | .00 | 208.00 | 130.00 | 252.00 | 130.00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| FIN | FINE | 1 | 175.00 | 175.00 | .00 | 175.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-351304 | |
| FINE | FINE | 443 | 75371.50 | 58141.50 | 17230.00 | 26219.00 | 2936.00 | 18655.50 | 10331.00 | .00 | 16985.00 | .00 | 245.00 | 0100-0000-351304 | |
| JCPT | JUDICIAL COURT PERSONNEL TRAINING | 8 | 16.00 | 2.00 | 14.00 | 2.00 | .00 | .00 | .00 | .00 | 14.00 | .00 | .00 | 0399-0000-208500 | |
| PWF | PARKS AND WILDLIFE FINE | 3 | 255.00 | 255.00 | .00 | 255.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-209600 | |
| TFC | TRAFFIC | 280 | 795.00 | 753.54 | 41.46 | 224.93 | 93.00 | 324.54 | 111.07 | .00 | 41.46 | .00 | .00 | 0100-0000-341804 | |
| * * * * * The Following Fees Didn't Match Any of the Column Definitions but were Included Under the "All Other Fees" Column * * * * * | | | | | | | | | | | | | | | |
| AFABC | TABC ARREST FEE | 2 | 10.00 | 10.00 | .00 | .00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | 0399-0000-208400 | |
| AFC4. | CONTABLE ARREST FEE PCT.4 | 8 | 40.00 | 40.00 | .00 | 20.00 | 5.00 | 15.00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341914 | |
| AFHPD | HUTTO POLICE DEPARTMENT ARREST FEE | 1 | 5.00 | 5.00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| AFTCC | Not On File | 2 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | | |
| AFTCC3 | TRAVIS COUNTY CONSTABLE 3 ARREST FE | 1 | 5.00 | 5.00 | .00 | .00 | .00 | .00 | 5.00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| AFTHD | THRALL POLICE DEPARTMENT ARREST FEE | 2 | 10.00 | 10.00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| AFTPD | TAYLOR POLICE DEPARTMENT ARREST FEE | 14 | 70.00 | 70.00 | .00 | 50.00 | .00 | 10.00 | 10.00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| BOND | CASH BOND | 2 | 550.00 | 550.00 | .00 | .00 | 550.00 | .00 | .00 | .00 | .00 | .00 | .00 | 01-0100-0000-207008 | |
| C3w. | CONSTABLE 3 WARRANT FEE | 9 | 450.00 | 300.00 | 150.00 | .00 | .00 | 300.00 | .00 | .00 | 150.00 | .00 | .00 | 0100-0000-341913 | |
| C4w. | CONSTABLE 4 WARRANT FEE | 16 | 800.00 | 300.00 | 500.00 | 150.00 | .00 | 150.00 | .00 | .00 | 500.00 | .00 | .00 | 0100-0000-341914 | |
| CCC | CONSOLIDATED COURT COSTS | 483 | 18473.00 | 16601.28 | 1871.72 | 6550.96 | 1480.00 | 5807.28 | 2763.04 | .00 | 1871.72 | .00 | .00 | 0399-0000-208160 | |
| CHS | COURTHOUSE SECURITY | 483 | 1401.00 | 1248.54 | 152.46 | 494.77 | 111.00 | 435.54 | 207.23 | .00 | 152.46 | .00 | .00 | 0360-0000-341150 | |
| CHS2 | COURTHOUSE SECURITY | 3 | 3.00 | 2.00 | 1.00 | .00 | .00 | 2.00 | .00 | .00 | 1.00 | .00 | .00 | 0361-0000-341154 | |
| CHS2A | COURTHOUSE SECURITY | 451 | 438.00 | 407.00 | 31.00 | 160.49 | 35.00 | 141.00 | 70.51 | .00 | 31.00 | .00 | .00 | 0361-0000-341154 | |
| CMI | CORRECTIONAL MANAGEMENT INSTITUTE | 5 | 2.50 | .50 | 2.00 | .50 | .00 | .00 | .00 | .00 | 2.00 | .00 | .00 | 0399-0000-208730 | |
| COM | COMMITMENT | 75 | 370.00 | 95.00 | 275.00 | 7.46 | 10.00 | 70.00 | 7.54 | .00 | 275.00 | .00 | .00 | 0100-0000-341804 | |
| COPIES | COPIES | 2 | 12.50 | 12.50 | .00 | 12.50 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| CWF | WILLIAMSON COUNTY WARRANT FEE | 64 | 3150.00 | 1500.00 | 1650.00 | 674.62 | .00 | 350.00 | 475.38 | .00 | 1650.00 | .00 | .00 | 0100-0000-341804 | |
| FA | FUGITIVE APPREHENSION | 9 | 45.00 | 10.00 | 35.00 | 10.00 | .00 | .00 | .00 | .00 | 35.00 | .00 | .00 | 0399-0000-208170 | |

Aquaforest TIFF Junction Evaluation

| Fee Code | Fee Description | Total Items | Total Paid | Total Money | Total Non-Money | Cash | Checks | Money Orders | Credit Cards | Escrow | Jail Credit | C.S.R. | Other | G.L. Code | G.L. Account Name |
|----------------------------------|-------------------------------------|-------------|------------|-------------|-----------------|----------|---------|--------------|--------------|--------|-------------|--------|--------|------------------|-------------------|
| FNLC | FINE-LOCAL PORTION | 3 | 300.00 | 100.00 | 200.00 | .00 | .00 | 100.00 | .00 | .00 | 200.00 | .00 | .00 | 0100-0000-351304 | |
| FNTC | FINE-TRAUMA CENTER | 3 | 300.00 | 100.00 | 200.00 | .00 | .00 | 100.00 | .00 | .00 | 200.00 | .00 | .00 | 0399-0000-208720 | |
| GWF | GRANGER POLICE DEPARTMENT WARRANT F | 1 | 50.00 | .00 | 50.00 | .00 | .00 | .00 | .00 | .00 | 50.00 | .00 | .00 | 0100-0000-341804 | |
| HWF | HUTTO POLICE DEPARTMENT WARRANT FEE | 2 | 100.00 | 50.00 | 50.00 | .00 | .00 | 50.00 | .00 | .00 | 50.00 | .00 | .00 | 0100-0000-341804 | |
| IDF | INDIGENT DEFENSE FEE | 447 | 862.00 | 806.36 | 55.64 | 323.84 | 70.00 | 278.36 | 134.16 | .00 | 55.64 | .00 | .00 | 0399.0000.208703 | |
| JCD | JUVENILE CRIME & DELINQUENCY | 9 | 3.50 | .75 | 2.75 | .75 | .00 | .00 | .00 | .00 | 2.75 | .00 | .00 | 0399-0000-208180 | |
| JCP | JUDICIAL COURT PERSONNEL TRAINING | 1 | 1.00 | 1.00 | .00 | 1.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 0399-0000-208500 | |
| JCTF | JUSTICE COURT TECHNOLOGICAL FUND | 476 | 1852.00 | 1660.00 | 192.00 | 645.97 | 148.00 | 580.00 | 286.03 | .00 | 192.00 | .00 | .00 | 0372-0000-341144 | |
| JRF | STATE JURY REIMBURSEMENT FEE | 458 | 1768.00 | 1636.72 | 131.28 | 651.70 | 140.00 | 572.72 | 272.30 | .00 | 131.28 | .00 | .00 | 0399-0000-208235 | |
| JSF | JUDICIAL SUPPORT FEE | 457 | 2626.00 | 2443.10 | 182.90 | 975.54 | 210.00 | 851.10 | 406.46 | .00 | 182.90 | .00 | .00 | 0399-0000-208352 | |
| LHWF | LIBERTY HILL POLICE DEPARTMENT WARR | 2 | 100.00 | 100.00 | .00 | .00 | .00 | 100.00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| OVER | OVER PAYMENT OF FINE | 1 | 9.00 | 9.00 | .00 | .00 | .00 | 9.00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-209700 | |
| REL | RELEASE | 75 | 370.00 | 95.00 | 275.00 | 7.46 | 10.00 | 70.00 | 7.54 | .00 | 275.00 | .00 | .00 | 0100-0000-341804 | |
| SPF | SPECIAL PROCESSING FEE | 17 | 1560.00 | 1560.00 | .00 | 1210.00 | .00 | 100.00 | 250.00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| STF | STATE TRAFFIC FEE | 279 | 7920.00 | 7535.46 | 384.54 | 2249.32 | 930.00 | 3245.46 | 1110.68 | .00 | 384.54 | .00 | .00 | 0399-0000-208425 | |
| SUB | SUBPOENA FEE | 6 | 30.00 | 30.00 | .00 | .00 | .00 | 20.00 | 10.00 | .00 | .00 | .00 | .00 | 0100-0000-341904 | |
| SUM | SUMMONS FEE | 123 | 735.00 | 700.00 | 35.00 | 440.00 | .00 | 65.00 | 195.00 | .00 | 35.00 | .00 | .00 | 0100-0000-341904 | |
| SWF | STATE WARRANT FEE | 3 | 150.00 | 100.00 | 50.00 | .00 | 100.00 | .00 | .00 | .00 | 50.00 | .00 | .00 | 0399-0000-208400 | |
| TP | TIME PAYMENT | 55 | 1375.00 | 900.00 | 475.00 | 525.00 | 25.00 | 275.00 | 75.00 | .00 | 475.00 | .00 | .00 | 0399-0000-208860 | |
| TPD | TAYLOR POLICE DEPARTMENT ARREST FEE | 2 | 10.00 | 10.00 | .00 | 10.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 0100-0000-341804 | |
| TWF | TAYLOR POLICE DEPARTMENT WARRANT FE | 2 | 100.00 | .00 | 100.00 | .00 | .00 | .00 | .00 | .00 | 100.00 | .00 | .00 | 0100-0000-341804 | |
| Page Totals: | | 5333 | 126929.00 | 102236.25 | 24692.75 | 43759.75 | 7188.00 | 33834.50 | 17454.00 | .00 | 24447.75 | .00 | 245.00 | | |
| Report Totals - Summary Section: | | 5333 | 126929.00 | 102236.25 | 24692.75 | 43759.75 | 7188.00 | 33834.50 | 17454.00 | .00 | 24447.75 | .00 | 245.00 | | |

| | | | | | |
|------------------------|------------------|---------------------------|------------|------------------------------|-----------------|
| Cash: | 43759.75 | | | | |
| Checks: | 7188.00 | | | | |
| Money Orders: | 33834.50 | | | | |
| Credit Cards: | 17454.00 | | | | |
| | | Escrow Payments: | .00 | Refunds Due: | .00 |
| | | | | Over Payments: | .00 |
| | | | | C.S.R. Credit: | .00 |
| | | | | Jail Time Credit: | 24447.75 |
| | | | | Non-Monetary Payments: | 245.00 |
| <u>Total Currency:</u> | <u>102236.25</u> | <u>Total Escrow Paid:</u> | <u>.00</u> | <u>Total Payable:</u> | <u>.00</u> |
| | | | | <u>Total Other Payments:</u> | <u>24692.75</u> |
| | | | | <u>Total NSF:</u> | <u>.00</u> |

Aquaforest TIFF Junction Evaluation

| GL Code | GL Account Description | Currency | Credit Cards | Escrow | Non-Monetary | Total |
|-----------------------|------------------------|----------|--------------|--------|--------------|-----------|
| 01-0100-0000-207008 | | 550.00 | .00 | .00 | .00 | 550.00 |
| 0100-0000-209600 | | 255.00 | .00 | .00 | .00 | 255.00 |
| 0100-0000-209700 | | 9.00 | .00 | .00 | .00 | 9.00 |
| 0100-0000-341804 | | 5768.45 | 1432.59 | .00 | 2631.46 | 9832.50 |
| 0100-0000-341904 | | 525.00 | 205.00 | .00 | 45.00 | 775.00 |
| 0100-0000-341913 | | 300.00 | .00 | .00 | 150.00 | 450.00 |
| 0100-0000-341914 | | 340.00 | .00 | .00 | 500.00 | 840.00 |
| 0100-0000-351304 | | 48085.50 | 10331.00 | .00 | 17430.00 | 75846.50 |
| 0360-0000-341150 | | 1041.31 | 207.23 | .00 | 152.46 | 1401.00 |
| 0361-0000-341154 | | 338.49 | 70.51 | .00 | 32.00 | 441.00 |
| 0372-0000-341144 | | 1373.97 | 286.03 | .00 | 192.00 | 1852.00 |
| 0399-0000-208160 | | 13838.24 | 2763.04 | .00 | 1871.72 | 18473.00 |
| 0399-0000-208170 | | 10.00 | .00 | .00 | 35.00 | 45.00 |
| 0399-0000-208180 | | .75 | .00 | .00 | 2.75 | 3.50 |
| 0399-0000-208235 | | 1364.42 | 272.30 | .00 | 131.28 | 1768.00 |
| 0399-0000-208300 | | 30.00 | .00 | .00 | 105.00 | 135.00 |
| 0399-0000-208352 | | 2036.64 | 406.46 | .00 | 182.90 | 2626.00 |
| 0399-0000-208400 | | 890.00 | 160.00 | .00 | 100.00 | 1150.00 |
| 0399-0000-208425 | | 6424.78 | 1110.68 | .00 | 384.54 | 7920.00 |
| 0399-0000-208500 | | 3.00 | .00 | .00 | 14.00 | 17.00 |
| 0399-0000-208720 | | 100.00 | .00 | .00 | 200.00 | 300.00 |
| 0399-0000-208730 | | .50 | .00 | .00 | 2.00 | 2.50 |
| 0399-0000-208860 | | 825.00 | 75.00 | .00 | 475.00 | 1375.00 |
| 0399.0000.208703 | | 672.20 | 134.16 | .00 | 55.64 | 862.00 |
| Total of all GL Codes | | 84782.25 | 17454.00 | .00 | 24692.75 | 126929.00 |

Road Closure

Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: Tammy Smith, Commissioner Pct. #1
 Submitted For: Tammy Smith
 Department: Commissioner Pct. #1
 Agenda Category: Consent

Information

Agenda Item

Consider closing Willow Oak Lane from 16900-16904 on June 20th, 2009 from 4pm-10pm for a block party and loaning 12 cones and 6 barricades.

Background

Stone Canyon Block Party

They would like to block off from 16900-16904 Willow Oak Lane. They will need to have cones and barricades delivered to 16900 Willow Oak Lane on Friday, June 19th. They need 6 barricades and 12 cones.

Date: 6/20/2009

Time: 4pm-10pm

Contact person:

Kavita Jawarani

16900 Willow Oak Lane

Round Rock, Texas 78681

512-246-6780

Fiscal Impact

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

Attachments

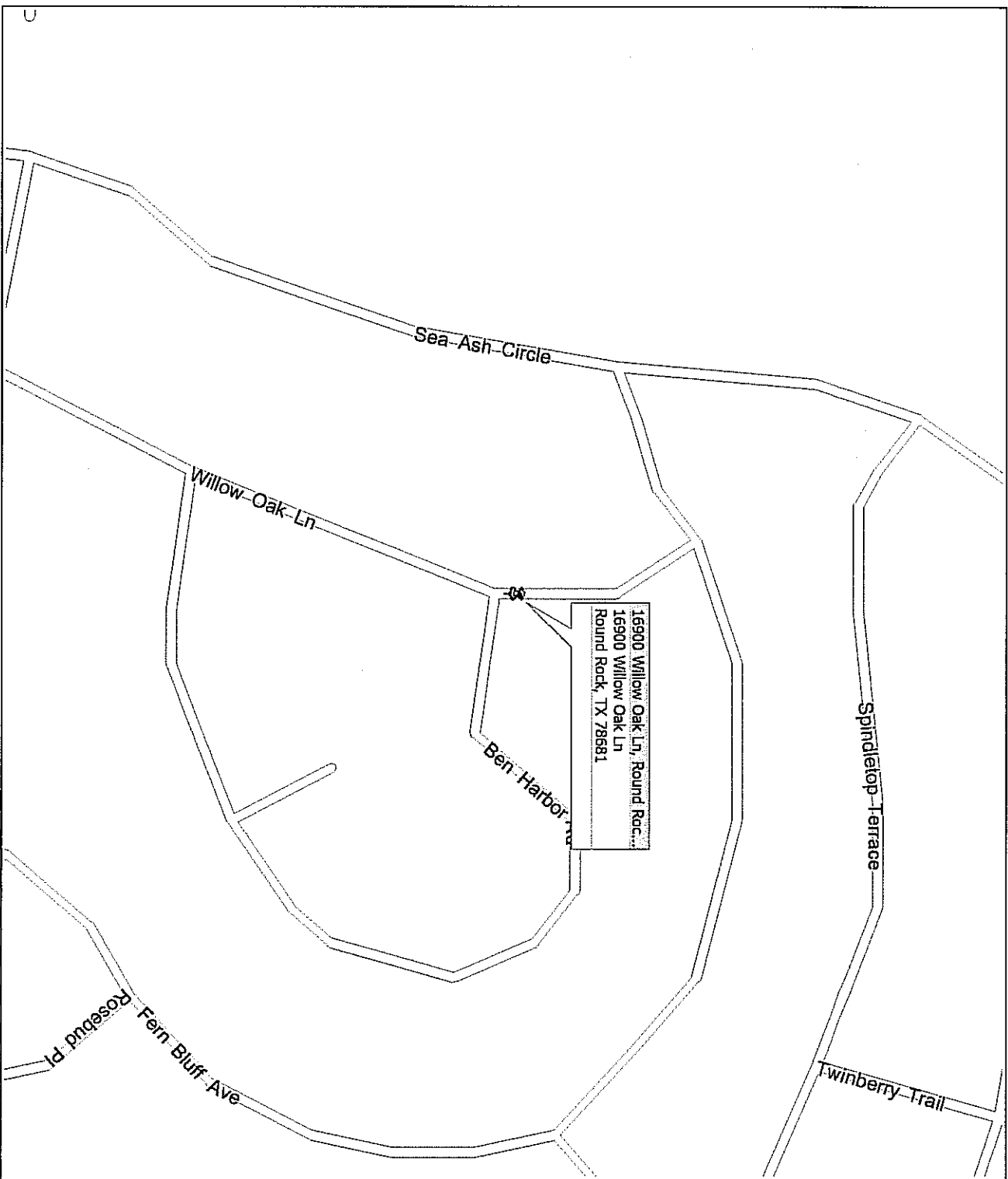
Link: [Map](#)

Form Routing/Status

Form Started By: Tammy Smith Started On: 06/11/2009 11:05 AM

Final Approval Date: 06/11/2009

Texas, United States, North America



Property Tax Collections - May 2009
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving property tax collections for the month of May 2009 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

Attachments

Link: [050109-053109 GWI-RFM](#)

Form Routing/Status

Form Started By: Cathy Atkinson Started On: 06/09/2009 11:15 AM

Final Approval Date: 06/10/2009

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
May 1 - 31, 2009

| Description | Tax Roll | Adjustments | Adjusted Tax Roll | Tax Collected | P & I Collected | Variance | Uncollected | | YTD Collected | Percent Collected | Percent Collected w/P & I | Percent Collected w/P & I & Prior Years |
|------------------|-------------------------|-----------------------|-------------------------|-----------------------|---------------------|-------------------|-----------------------|-------------------------|---------------|-------------------|---------------------------|---|
| | | | | | | | Balance | Balance | | | | |
| 2008 | \$154,169,254.48 | (\$246,323.29) | \$153,922,931.19 | \$1,217,730.46 | \$94,144.04 | \$1,217.75 | \$3,766,507.00 | \$150,156,424.19 | 97.55% | 97.61% | 98.63% | |
| 2007 & Prior | 2,198,266.31 | (275,146.37) | \$1,923,119.94 | (94,226.01) | 17,032.13 | 3,854.08 | 1,243,829.53 | 679,290.41 | 35.32% | 36.21% | | |
| Rollbacks | 1,035,051.77 | 35,405.74 | \$1,070,457.51 | 6,408.21 | 850.14 | 0.00 | 204,905.28 | 865,552.23 | 80.86% | 80.94% | | |
| Total All | \$157,402,572.56 | (\$486,063.92) | \$156,916,508.64 | \$1,129,912.66 | \$112,026.31 | \$5,071.83 | \$5,215,241.81 | \$151,701,266.83 | 96.68% | 96.75% | | |

2008 MONTHLY BREAKDOWN

| | | | | | | | | | | |
|------------|------------------|----------------|------------------|-----------------|--------------|-------------|------------------|------------------|--|--|
| Oct-08 | \$157,402,572.56 | \$131,268.03 | \$157,533,840.59 | \$416,434.77 | \$65,150.92 | \$1,071.72 | \$157,116,334.10 | \$417,506.49 | | |
| Nov-08 | \$157,533,840.59 | \$39,412.32 | \$157,573,252.91 | \$6,137,650.01 | \$23,852.16 | \$129.17 | \$151,017,967.24 | \$6,555,285.67 | | |
| Dec-08 | \$157,573,252.91 | \$253,668.20 | \$157,826,921.11 | \$80,904,301.24 | \$31,775.03 | \$576.63 | \$70,366,757.57 | \$87,460,163.54 | | |
| Jan-09 | \$157,826,921.11 | (\$12,303.14) | \$157,814,617.97 | \$57,894,115.69 | \$29,273.77 | \$150.29 | \$12,460,188.45 | \$145,354,429.52 | | |
| Jan-09 Adj | \$157,814,617.97 | \$0.00 | \$157,814,617.97 | \$352.33 | \$0.00 | \$0.00 | \$12,459,836.12 | \$145,354,781.85 | | |
| Feb-09 | \$157,814,617.97 | (\$214,399.38) | \$157,600,218.59 | \$3,277,986.65 | \$168,705.55 | \$9,009.50 | \$8,958,440.59 | \$148,641,778.00 | | |
| Mar-09 | \$157,600,218.59 | (\$474,682.83) | \$157,125,535.76 | \$1,167,921.88 | \$119,190.43 | \$26,073.10 | \$7,289,762.78 | \$149,835,772.98 | | |
| Apr-09 | \$157,125,535.76 | \$19,528.17 | \$157,145,063.93 | \$725,795.28 | \$99,570.38 | \$4,714.08 | \$6,578,781.59 | \$150,566,282.34 | | |
| May-09 | \$157,145,063.93 | (\$228,555.29) | \$156,916,508.64 | \$1,129,912.66 | \$112,026.31 | \$5,071.83 | \$5,215,241.81 | \$151,701,266.83 | | |

Consent Agenda
 Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: Ursula Stone, Purchasing
 Department: Purchasing
 Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items including vehicles through inter-office transfer to County departments and/or auction/donation, destruction.
 (Complete list filed with official minutes)

Background

Fiscal Impact

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

Attachments

Link: [Asset Transfers](#)

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|-----------------|---------------------|--------|
| 1 | Purchasing | Kerstin Hancock | 06/11/2009 11:18 AM | APRV |
| 2 | County Judge Exec Asst. | Wendy Coco | 06/11/2009 11:20 AM | APRV |

Form Started By: Ursula Stone
 Started On: 06/11/2009 09:15 AM

Final Approval Date: 06/11/2009

Williamson County

Asset Status Change Form

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

TRANSFER bet ween county departments
 TRADE-IN for new assets 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 | Bluetooth wireless keyboard, mouse and USB connector | Dell | N/A | Non-Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie Kiley
 Print Name

Julie M. Kiley
 Signature

Contact Person:

Lisa Moore
 Print Name

+1 (512) 943-1623
 Date Phone Number

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

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

Print Name

Signature

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

TRANSFER bet ween county departments
 TRADE-IN for new assets 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 | Dell Poweredge 2500 server | 84WF511 | | Non-Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): Information Technology Services

Transferor - Elected Official/Department Head/ Authorized Staff:

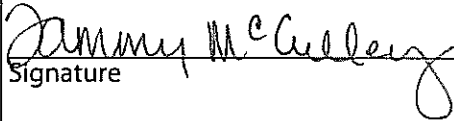
Contact Person:

Tammy McCulley

Tammy McCulley

Print Name

Print Name


Signature

+1 (512) 943-1455

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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 | Dell wireless mouse | | | Non-Working |
| 1 | Dell wireless keyboard | | | Non-Working |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): Auditor

Transferor - Elected Official/Department Head/

Authorized Staff:

Julie Kiley

Print Name

Julie M. Kiley
Signature

Contact Person:

Karen Knightstep

Print Name

943-1574

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County Asset Status Change Form

Print Form

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

- TRANSFER bet ween county departments
 TRADE-IN for new assets 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) |
|----------|---|---|-------------|--|
| 5 | Class A long sleeve shirts (stained,torn,used) | no id # | no tag # | Non-Working |
| 8 | Class B short sleeve shirts (stained,torn,used) | no id # | no tag # | Non-Working |
| 4 | Tactical shirts s/s (worn,torn,stained,faded) | no id # | no tag # | Non-Working |
| | | | | Unknown |
| | all insignias have been removed-unsuitable for re-issue | | | |

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name

Signature

Contact Person:

Patricia Amison 6.4.09

Print Name

+1 (512) 943-1349

Phone Number

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

Transferee - Elected Official/Department Head/

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

Print Name

Signature

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

- TRANSFER bet ween county departments
 TRADE-IN for new assets 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) |
|----------|---|---|-------------|--|
| 4 | Polo shirts (worn,torn,faded,stained) various colors | no id # | no tag # | Non-Working |
| 4 | Rain coats (dirty,worn,torn,stained) | no id # | no tag # | Non-Working |
| 3 | pair Duty pants navy (worn,torn,stained) | no id # | no tag # | Non-Working |
| 1 | Taser holder - outdated,not usable | no id # | no tag # | Non-Working |
| | all insignias have been removed-unsuitable for re-issue | | | |

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

L.C. Marshall

Patricia Amison 6.4.09

Print Name

Print Name

[Handwritten Signature]

[Handwritten Date]

+1 (512) 943-1349

Signature

Date

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

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) to be considered for: (Select one)

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

Asset list:

| Quantity | Description (year, make model & etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# |
|----------|--|---|----------------|
| 1 | TOM TOM CAR CHARGER | 023818 | Not working |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Parties involved:

FROM (Transferor Department): MOBILE OUTREACH TEAM

Transferor - Elected Official/Department Head/

Authorized Staff:

ANNIE BURWELL

Contact Person:

JEANNE WILLIBY

Print Name

Annie Burwell

Print Name
943-3588

Signature

Phone Number

Date 06 / 05 / 09

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date ___ / ___ / ___

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

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

by _____

Williamson County Vehicle Retirement Form

Identify Vehicle:

1GCEC19V43Z282774 _____ 0658 _____
Vehicle Identification Number Door Number

851496 _____ 2003 _____ CHEVROLET _____ 1500 _____ WHITE _____
License Plate Number Year Make Model Color

RON ROBERTS _____ 210 _____
Driver Assigned to Vehicle Department

Reason for Retirement:

- Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- High Mileage: List actual mileage 123537
- Not mechanically sound _____
- Other: Explain _____

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

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

Elected Official/Department Head/Authorized Staff

Date 6 / 4 / 09

Print GREG BERGERON

Signature *Greg Bergeron*

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

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

Print *Mike Fox*

Signature *Mike Fox*

Date 6 / 4 / 09

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) |
|----------|--|---|-------------|--|
| 2 | light oak 2 pedestal desks | | | Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:
Tammy McCulley Tammy McCulley
 Print Name Print Name
Tammy McCulley 943-1455
 Signature Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): WCCHD--CHESS Division, Round Rock Annex

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

Contact Person:
Cynthia Guerrero, CHESS Division Director Bride Roberts
 Print Name Print Name
Cynthia A Guerrero 5/29/09 248-3252
 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 _____

Recognition of Constable Bobby Gutierrez being award "Constable of the Year".
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognition of Constable Bobby Gutierrez being award "Constable of the Year".

Background

June 9, 2009 (Williamson County, TX) – The Justices of the Peace and Constables Association of Texas (JPCA) held the annual education conference and awards ceremony last week in Kerrville, Texas, June 2 to 7.

Williamson County Constable Bobby Gutierrez, Precinct 3, was awarded the prestigious Constable of the Year Award for FY 2008-2009 for dedication and exemplary performance in education, improving professionalism, and in the legislative efforts on behalf of JPCA. The JPCA of Texas has over 2,200 members and is a statewide association.

Constable Gutierrez is Chairman of Constables’ Education Committee which is responsible for developing curriculum, faculty and program seminars for the education needs for all of the constables, deputy constables, and constable clerks, which includes newly elected constables and constables continuing educational needs in the State of Texas.

Constable Gutierrez is a district director of JPCA of Texas which represents justices of the peace, constables, court clerks and deputy constables for 28 our central Texas counties.

Constable Gutierrez also spent countless hours in the legislature testifying on bills and meeting with legislators to positively impact the constables and justices of the peace, our justice system, law enforcement and the citizens of Texas.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Terri Countess Started On: 06/11/2009 08:44
AM

Final Approval Date: 06/11/2009

Designation of County Budget Officer
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Peggy Vasquez, County Judge
Submitted For: Peggy Vasquez
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding the designation of County Budget Officer pursuant to Section 111.062 Texas Local Government Code.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 06/10/2009 10:45 AM
Final Approval Date: 06/10/2009

Baker-Aicklen CR 138 PSA
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Baker-Aicklen & Associates, Inc. Professional Service Agreement (PSA) for the development of design schematics and PS&E to upgrade CR 138 from SH 130 to CR 137.

Background

Fiscal Impact

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

Attachments

Link: [Baker-Aicklen CR 138 PSA](#)

Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1 | Hal Hawes | Hal Hawes | 06/09/2009 06:54 PM | APRV |
| 2 | Jim Gilger | Jim Gilger | 06/10/2009 08:01 AM | APRV |
| 3 | County Judge Exec Asst. | Wendy Coco | 06/10/2009 10:11 AM | APRV |

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

Final Approval Date: 06/10/2009

Contract No. CR 138 Baker-Aicklin

Checklist

Prior to Initiation of Work

- Signed and Executed Agreement
- Scope of Services – Appendix A
 - Exhibit A – Services to be provided by County
 - Exhibit B – Services to be provided by Engineer
 - Exhibit C – Work Schedule
 - Exhibit D – Fee Schedule
- Production Schedule – Exhibit IV
- Hourly Rates of Engineer – Exhibit II
- Work Authorization - Attachment A to Exhibit I
 - Supplemental Work Authorization for Additional Work (if applicable)
- Data to be provided to Engineer by County
 - Plans
 - Maps
 - Studies
 - Reports
 - Field Notes
 - Statistics
 - Computations
 - Other: _____
- Contractors Qualification Statement – Appendix B
- Insurance *County pre-qualified list*
 - Worker's Compensation
 - Commercial General Liability Insurance
 - Automobile Liability Insurance
 - Professional Liability Errors and Omissions Insurance
 - Self Insurance Documentation
 - Insurance Certificates for Subcontractors and/or Sub-consultants
 - Approval of Insurance by County

Course of Work

- Original Engineering Work Product submittal
- "Completed" Engineering Work Product
- "Accepted" Engineering Work Product
- Modifications and/or Changes for Approval of Engineering Work Product
- "Approved" Engineering Work Product
- Revisions to Work Product
- Seal of Endorsement on all Engineering Work Product
- Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

Contract No. _____

- Notice of Suspension
- Notice of Reinstatement
- Notice of Termination
- Notice of Staffing Changes
- Written Report of Accident

Documentation for Payment

- Internal Revenue Form W-9 ✓ on file
- Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

Contract No.

CR 138

Baker & Aicklen



PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Baker-Aicklen & Associates, Inc. (**the "Engineer"**).



WHEREAS, **County** proposes to construct an upgrade to CR 138 ;

WHEREAS, **County** desires to obtain professional services for the development of design schematics and PS&E to upgrade CR 138 from SH 130 to CR 137 in Williamson County. (**the "Project"**);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **Engineer** agree to the performance of the professional services by **Engineer** and the payment for these services by **County** as set forth herein.

**Section I
Employment of the Engineer**

County agrees to employ **Engineer** and **Engineer** agrees to perform professional engineering services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

**Section II
Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III

Fee schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 120 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services. ✓
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate,

Engineer may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.

- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Engineer** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Engineer** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI Review of Work Product

- A. **Engineer's** engineering work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by **Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to **County** such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of **County**, but after the approval of the work product any revisions, additions, or other modifications made at **County's** request which involve extra services and expenses to **Engineer** shall entitle **Engineer** to additional compensation for such extra services and expenses, provided however, that **Engineer** agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the **Engineer's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Engineer** to revise the plans in order to make the **Project** constructible, **Engineer** shall do so without additional compensation. In the event of any dispute over the classification of **Engineer's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.

- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

- J. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. **Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **Engineer** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **Engineer** retaining a copy.
- B. Any reuse by **Engineer** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Engineer's** sole risk and without liability or legal exposure to **County**. Should **Engineer** be terminated, **Engineer** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective engineers and contractors, without the specific written consent of **Engineer**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **Engineer** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) 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 **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** facilities and shall be provided adequate and appropriate work space in order to conduct

audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.

- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.
- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. ***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.
- B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Engineer.*** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
 - (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or

retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

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

ENGINEER: Baker-Aicklen & Associates, Inc.
507 W. Liberty Avenue
Round Rock, TX 78664

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

with copy to: Williamson County Attorney
 Jana Duty (or successor)
 405 M.L.K. St., Box #7
 Georgetown, Texas 78626
 Attn: File No. _____

and to: Prime Strategies, Inc.
 1508 South Lamar Blvd.
 Austin, Texas 78704
 Attn: Michael Weaver

and to: HNTB
 14 Galloping Road
 Round Rock, Texas 78681
 Attn: ~~Mike Snare, P.E.~~

and to: James Klotz, PE

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under

this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.
- M. **Definition of Engineer.** The term "*Engineer*" as used herein is defined as including

Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a Corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto 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.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **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.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. 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. In the event that a

discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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

- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.

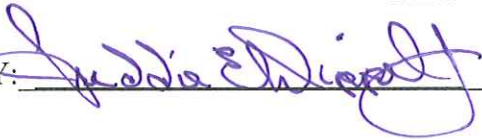
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 200__.

THE ENGINEER:

Baker-Aicklen & Associates, Inc.

WILLIAMSON COUNTY:

BY: 

BY: _____

Printed Name: Freddie E. Dippel, Jr., P.E., R.P.L.S.

Williamson County Judge

Title: Vice President of Engineering Operations

Reviewed as to Form By:

Assistant County Attorney

Funds Verified By:

County Contracts
Management Auditor

*OK
mg 6/5/09*

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$360,774.50. ✓
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of

the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$ 360,774.50, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.

ATTACHMENT A

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 Baker-Aicklen & Associates, Inc. (*the "Engineer"*).

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

The work to be performed under this contract will consist of providing professional engineering and surveying services for the development of design schematics and PS&E to upgrade CR 138 from SH 130 to CR 137 in Williamson County. The design schematic will be submitted on roll plot layouts. All PS&E documents will be submitted on 11"x17" sheets. The project will be developed in English units. As provided in Exhibit B, the work to be performed by the **Engineer** under this work authorization, in general, will consist of:

1. Project Management
2. Design Schematic Development
3. PS&E Development
4. Surface and Subsurface Utility Location (SoftDig)
5. Utility Coordination
6. Bidding Phase Services
7. Miscellaneous Services
8. Construction Phase Services

Attached

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$360,774.50.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/31/09, unless extended by a Supplemental Work Authorization.

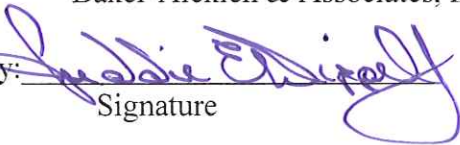
Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

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

EXECUTED this ___ day of _____, 200__.

ENGINEER:
Baker-Aicklen & Associates, Inc.

COUNTY:
Williamson County, Texas

By: 
Signature

By: _____
Signature

Freddie E. Dippel, Jr., P.E., R.P.L.S.
Printed Name

Printed Name

Vice President of Engineering Operations
Title

County Judge
Title

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

OK
mg 6/5/09

EXHIBIT II

HOURLY RATES

Effective May 1, 2009, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

| <u>Classification</u> | <u>Rates</u> |
|---|---------------------|
| Sr. Project Manager..... | \$175 per hour |
| Project Manager | \$135 per hour |
| Sr. Project Engineer/Surveyor/Planner | \$130 per hour |
| Sr. Project Engineering/Surveying/Planning/GIS Coordinator..... | \$125 per hour |
| Project Engineer/Surveyor/Planner..... | \$120 per hour |
| Project Engineering/Surveying/Planning/GIS Coordinator | \$115 per hour |
| Sr. Project Engineering/Surveying/Planning/GIS Designer..... | \$110 per hour |
| Sr. Project Engineering/Surveying/Planning/GIS Associate | \$105 per hour |
| Project Engineering/Surveying/Planning/GIS Designer | \$100 per hour |
| Engineering/Surveying/Planning/GIS Associate | \$95 per hour |
| Engineering/Surveying/Planning/GIS Assistant | \$90 per hour |
| Sr. Engineering/Surveying/GIS CAD Technician | \$80 per hour |
| Engineering/Surveying/GIS CAD Technician | \$70 per hour |
| CAD/GIS Computer Operator | \$60 per hour |
| Administrative Assistant..... | \$60 per hour |
| Expert Witness/Testimony/Deposition Services..... | Two Times Rate |
| Department Manager/Assistant Branch Manager | \$185 per hour * |
| Branch Manager | \$200 per hour * |
| Principal (as appropriate)..... | \$220 per hour * |
| 1-Man Field Party | \$75 per hour |
| 2-Man Field Party | \$125 per hour |
| 3-Man Field Party | \$165 per hour |
| 4-Man Field Party | \$205 per hour |

OK
MM

DIRECT EXPENSES

Transportation:

| | |
|---|---------------------------------------|
| By Firm's Passenger Vehicles | Charged at current IRS allowable rate |
| By Firm's Survey Trucks (Notes 1, 2, & 3) | Charged at current IRS allowable rate |
| Direct Expense - Reproduction & Printing by Firm, | Prevailing |
| Survey Stakes, Lathes, Iron Rods, | Commercial Rates Or |
| Subsistence of out-of-city services, and other Direct Expense | Cost Plus 15% |

* Not default rates. These rates are used as required in special situations only and with Client notification.

NOTES:

1. Field Party rates include equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
2. Field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged for at the above-shown appropriate rates.
4. The firm's professional liability is limited to the total amount of compensation under the Professional Services Agreement to a maximum of \$50,000.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.
4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for **Engineer** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Engineer's** Notice of Termination, **Engineer** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** 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. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS



During the life of this Agreement, **Engineer** 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 \$ 1,000,000 per occurrence and \$ 2,000,000 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 \$ 1,000,000 per occurrence and \$ 1,000,000 in the aggregate. **Engineer** 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 \$ 2,000,000 .
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** 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.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **Engineer** 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 **Engineer** hereunder.

The required insurance must be written by a company approved to do business in the State or 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. **Engineer** shall furnish **County** with a certification of coverage issued by the insurer. **Engineer** 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.

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

EXHIBIT A

SERVICES TO BE PROVIDED BY WILLIAMSON COUNTY (COUNTY)

The COUNTY will furnish to the ENGINEER the following information and/or perform the following tasks:

1. Provide a Project Manager to serve as the primary point of contact for the ENGINEER through the COUNTY or through their General Engineering Consultant (GEC) for the project.
2. Furnish all applicable data and correspondence the COUNTY may have on file for this project.
3. Provide existing typical sections, as-built drawings, and right-of-way maps for CR 138 and side streets as available.
4. Provide any existing survey data that is available in this vicinity.
5. Provide right-of-way acquisition services.
6. Provide assistance with right-of-entry acquisition, as needed.
7. Provide assistance in obtaining information from local, regional, state and federal agencies, as required.
8. Provide design criteria and approve design speed.
9. Provide timely reviews at predetermined milestones, decisions and directions necessary to permit the project to progress according to the agreed upon project schedule (Exhibit C).
10. Meet on an as need basis to answer questions, provide guidance, and offer comment.
11. Promptly review invoices to Williamson County's guidelines.
12. Provide Preliminary Cost Estimates.

REFERENCES

1. Williamson County Design Criteria and Project Development Manual, latest edition
2. TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. TxDOT 2003 Texas Manual on Uniform Traffic Control, including latest revisions
4. TxDOT Construction Manual, latest edition
5. AASHTO "Green Book" – A Policy on Geometric Design of Highways and Streets
6. National Environmental Policy Act (NEPA)
7. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
8. Americans with Disabilities Act (ADA) Regulations

NOTES

1. All design shall be in accordance with the above references, except where variances are permitted in writing by the COUNTY (The above annotated list is not intended to be all inclusive, there may be other references required dependent upon the specific design needs of the project.).
2. The ENGINEER is responsible for purchasing all references which are required for the project.
3. Design Criteria Order of Precedence: Design Criteria for the CR 138 development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

EXHIBIT B

SERVICES TO BE PROVIDED BY BAKER-AICKLEN & ASSOCIATES, INC. (ENGINEER)

The work to be performed under this contract will consist of providing professional engineering and surveying services for the development of design schematics and PS&E to upgrade CR 138 from SH 130 to CR 137 in Williamson County. The design schematic will be submitted on roll plot layouts. All PS&E documents will be submitted on 11"x17" sheets. The project will be developed in English units. The work to be performed by the ENGINEER under this work authorization, in general, will consist of:

ENGINEERING DESIGN SERVICES:

1. Project Management

This task will include the following activities:

- Coordination with Williamson County (COUNTY) or their General Engineering Consultant (GEC) for the project.
- Provide overall project management services including budget control, schedule control, project coordination, resource allocation, and preparation of invoices and Monthly Progress Reports.
- Coordination with Environmental subconsultant.
- Coordination with Geotechnical subconsultant.
- Coordination with Right-of-Way (ROW) Acquisition subconsultant.
- Coordination with Utility Relocation subconsultant.
- Ensure timely delivery of Design Schematic, PS&E, all deliverables including electronic files, and hard copies of all pertinent information, all in American Standard System of Measure format.
- Perform Quality Control/ Quality Assurance reviews.
- General Project Meetings
 - Attend meetings as directed by COUNTY or GEC.
 - Record and distribute meeting minutes.
- Submittals and Design Review Meetings - 30%, 60%, 90%, 95%, and 100% submittals will be required. The ENGINEER will attend 30%, 60% and 90% submittal review meetings. Five (5) copies will be required for each submittal. Comments and revisions requested at the review meetings will be incorporated into the plans for the subsequent submittal.
 - a. 30% Submittal & Review - Submittal will include preliminary cross sections, P&P sheets, existing and proposed typical sections, preliminary title and index sheets, preliminary drainage area map and drainage calculations, preliminary bridge layouts (if required), preliminary retaining wall layouts (if required), sequence of work outline, preliminary utility exhibits, summary sheet outline, identify potential utility conflicts, update estimates, and update project schedule.
 - b. 60 % Submittal & Review - Submittal will include addressing 30% review comments, final typical sections, final drainage calculations, final bridge layouts (if required), final retaining wall layouts (if required) and details, final utility exhibits, preliminary traffic control plans, preliminary signing and pavement

marking layouts, preliminary construction working days schedule, update cross sections, estimates, and project schedule.

- c. 90% Submittal & Review - Submittal will include addressing 60% review comments, final utility conflict identification and resolution, final P&P sheets, final signing and striping layouts, final miscellaneous roadway details, final bridge design and details (if required), final retaining wall design and details (if required), final traffic control plans, final SW3P, final quantities, update estimates and project schedule, construction working days schedule, general notes and specifications.
- d. 95% Submittal & Review – Address 90% review comments, update quantities, update general notes, specifications, and estimate. Provide one set of 11"x 17" mylar originals for final review, with a registered Professional Engineer's seal on each sheet, and four (4) sets of prints of the plans including all applicable standards.
- e. 100% Submittal & Review – Address final review comments.

2. Design Schematic Development

This task will include the following activities:

A. Geometric Development

- Establish and confirm design criteria.
- Develop geometric design elements including conceptual typical sections, horizontal and vertical alignment, cross-slopes, superelevation requirements, and intersection geometrics at SH 130 and CR 137.
- Preliminary Typical sections: Prepare existing and proposed typical sections. Proposed typical sections will be included with the Design Schematic.
- Preliminary design cross sections will be developed at 100' intervals for the estimation of cut and fill quantities and to verify proposed ROW.
- Develop Design Schematic (1" = 100' roll plot): Includes plan and profile for CR 138. Develop typical sections, design criteria files, superelevation tables and shapes. Revise profiles as necessary to reduce slopes, ROW requirements, grades, etc. Show striping, drainage structures, etc. so that this file will be base map for PS&E production.
- Verify driveway alignments and profiles.
- Prepare preliminary traffic control plan consisting of a conceptual phasing layout, typical sections and a narrative of the construction sequence. This plan will consist of one plot showing plan views of rough phases of construction with the sequence narrative (1" = 200' roll plot). Layout will highlight construction and traffic areas for major phases required.

B. Drainage Development

- Perform preliminary drainage analysis.
- Prepare drainage area maps and calculate discharges.
- Analyze roadway profile and determine culvert locations.
- Develop hydraulic models for culverts and ditches.
- Determine drainage easement requirements.

- Prepare drainage report.

C. Surveying Tasks

- Develop a current property owner list and obtain right of entry for all affected parcels.
- Establish a conventional vertical and horizontal control traverse throughout the project area and reference both control networks to Williamson County survey control.
- Determine the centerline crown vertical profile of the existing roadway from SH130 to CR137 as a verification of design/topographic survey date to be provided by Williamson County. Provide detailed design/topographic surveys of those areas where information is missing.
- Develop right of way maps, metes and bounds descriptions and surveys needed for acquisition of additional right of way.
- Set property corners needed to delineate new right of way parcels to be obtained for the project.
- Stake the centerline of the proposed new right of way for use by other contractors working on the project. The centerline will be staked with distinctly flagged intervisible lathes or with painted Mag nails if the points fall in existing paving.
- Establish permanent horizontal control and benchmarks throughout the project area for use by all contractors assigned to the project for design or construction purposes.
- Provide six HEC cross-sections per creek for two creeks that cross the proposed roadway project.

D. Miscellaneous Design

- Establish ROW requirements.
- Develop ROW exhibit.
- Develop engineer's estimate of probable construction cost.
- Develop design exceptions, variances, and waiver report.
- Perform constructability review.

E. Design Schematic Deliverables

- Design Schematic and Schematic Design Report (includes summary of design criteria; design exceptions, variances, and waivers; design calculations; constructability report; drainage report; and engineer's opinion of probably construction cost.
- ROW maps.
- ROW exhibits.

3. PS&E Development

This task will include the following activities:

A. Roadway Design Controls

- Develop typical section sheets (NTS).
- Develop Project Layout sheet (1" = 500'),
- Develop Horizontal Alignment Data sheet.

- Develop roadway plan and profile sheets (1" = 100'). Coordinates, superelevation data, major earthwork quantities, stations, and elevations of key alignment features and benchmarks will be noted.
- Develop driveway details, grading details, intersection details, and miscellaneous roadway detail sheets.
- Finalize design cross sections and develop cross section sheets. Cross section sheets will be developed at a scale of 1" = 10'. Determine the quantities of cut and fill for each cross section.
- Determine the location and size of any necessary construction easements.
- Assemble applicable State, County and City roadway standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Prepare Summary of Roadway Quantities at the 90% submittal.

B. Drainage Design

- Finalize drainage analysis and design.
- Develop drainage area map (1" = 100'). Delineate drainage area boundaries based on USGS topographic maps, contour maps, and field survey reconnaissance.
- Calculate peak discharges - Determine conveyance paths, channel slopes, time of concentration, and select runoff coefficients/RCN curve numbers, to determine design-year flows.
- Develop models of conveyance elements. A model will be developed for proposed drainage structures on CR 138. The ENGINEER will verify cross sections at or near the proposed culverts. The sections will be verified field survey and aerial topographic details outside the field survey limits.
- Analyze the proposed roadway profile and determine the size of opening for all cross culverts. The number and size of openings for the culverts will be based on the hydraulic analyses.
- The roadway profile will be designed to not be overtopped by the peak flow resulting from a storm event with a 100-year design frequency through the culvert openings. The design storm event will be based on the hydrologic study prepared by the ENGINEER. The proposed improvements will be modeled to create the Post Project Condition Model. The ENGINEER will review the Post Project Condition Model to ensure compliance with Federal, State, and Local regulations.
- Generate hydraulic computation sheets.
- Determine the size and location of any necessary drainage easements.
- Prepare Drainage Report – Prepare a drainage report summarizing the findings and recommendations developed in the preliminary drainage study. The report will document all relevant calculations, exhibits and supporting documents including the final drainage design with the proposed locations and sizing of the culverts. The ENGINEER will size each culvert to pass the appropriate design-year storm without exceeding allowable headwater elevations. The TxDOT Hydraulic Manual will be used to establish design controls. Applicable FEMA criteria will also be satisfied. Hydraulic data will be summarized on the culvert layout. Any additional culvert sizing will require a supplemental agreement.

- Develop Culvert Layout sheets for drainage structures in accordance with County standard details and the TxDOT Hydraulic Manual.
- Determine channel and easement grading.
- Prepare drainage plan details necessary to clarify the construction requirements of the drainage facilities.
- Assemble applicable State, County and City drainage standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate quantities for drainage items for the project at the 90% submittal.

C. Storm Water Pollution Prevention Plans (SW3P)

- Prepare SW3P Index Sheet and develop SW3P layouts at a scale of 1 in = 100 feet showing all necessary erosion control devices such as: sediment control fences, rock filter dams, soil retention blankets, riprap slope protection and other devices as required.
- The ENGINEER will develop a SW3P plan consistent with the project construction phases that will minimize sediment discharge from the project site through runoff. The plan will identify the SW3P components that will mitigate the impacts of construction activities. The SW3P will be in compliance with TxDOT manual *Storm Water Management Guidelines for Construction Activities* or as directed by the COUNTY.
- Assemble applicable State, County and City SW3P standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for SW3P items for the project at the 90% submittal.

D. Signing and Pavement Markings

- Signing and Pavement Marking Layout - Prepare a signing and marking layout at a scale of 1" = 100'. The signing and marking layout will identify the various types of pavement markings, proposed signing, delineation and location of project features which would present a hazard to traffic.
- Prepare a small sign summary sheet.
- Assemble applicable State, County and City signing and pavement marking standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for signing and pavement marking items for the project at the 90% submittal.

E. Traffic Control Plan (TCP)

- Develop TCP narrative, typical sections, and layouts (1" = 100'). The plan will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, and other TCP related items. A narrative will be prepared incorporated into the plans.

- Assemble applicable State, County and City traffic control and work zone standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for traffic control items for the project at the 90% submittal.

F. Miscellaneous Roadway Sheets

- Project Title Sheet
- Supplemental Index Sheet
- Project Estimate - Prepare an engineer's estimate of probable construction cost. The estimate will be prepared for the project at the 30%, 60%, 90% and 100% submittals
- General Notes and Specifications - The ENGINEER will prepare the general notes, specification data, and Basis of Estimate.
- Construction Schedule - Prepare a construction working days schedule which will identify major items of work for the construction project.

G. PS&E Deliverables

- PS&E for review at 60% submission
 - All roadway plan/profile sheets developed
 - Preliminary cross sections
 - All drainage sheets developed
 - Erosion control sheets
 - TCP sheets
 - Signing and pavement marking layouts
 - List of standards
 - Preliminary Engineer's Opinion of Probable Construction Cost
 - Preliminary list of bid items
 - Quantity summary sheets will not be included
- PS&E for review at 90% submission
 - Full set of plan sheets with quantities and standards
 - Final cross sections and earthwork calculations
 - Project Manual
 - Final Engineer's Opinion of Probable Construction Cost
- PS&E for review at 100% submission – All items of 90% submittal with corrections from 90% review
- Project Manual
 - Design criteria and assumptions
 - Design calculations including horizontal and vertical alignments, superelevation transitions, hydraulic calculations
 - QA/QC forms
 - Copies of all permits and approvals

- CDs containing electronic copies of all design files
- CDs containing PDFs of all sheet files within the plans

4. Surface and Subsurface Utility Location (SoftDig)

- Records Research and Reconnaissance (Quality Level D & C)
 - Meet with Owner's Project Engineer to discuss specifics and requirements of this assignment.
 - Research and retrieve all available utility records.
 - Conduct a site reconnaissance to validate probable utilities.
 - Verify existence of survey control and plan operational procedures.
 - Research permit and special insurance requirements with appropriate agencies.
- Surface Locates (Quality Level C & B)
 - Designate, record and mark the approximate horizontal location (accurate within +/- 12") of existing utilities by geophysical prospecting techniques.
 - SoftDig will use its best professional expertise and geophysical prospecting techniques to designate subsurface utilities. SoftDig does not guarantee that utilities marked constitute all utilities within the project area.
 - Data Management (Survey and CADD Mapping) is not included unless specifically requested and included with Schedule of Fees.
- Subsurface Locates (Quality Level A)
 - SoftDig will provide all necessary equipment and support personnel, including all maintenance of protection of traffic devices and equipment in accordance with the Texas Manual of Uniform Traffic Control Devices if required. M.O.T. devices not routinely and normally carried and flaggers will be invoiced as an expense.
 - Comply with any and all OCSI and ULCC requirements
 - Coordinate with utility company inspectors as required by the resultant agreement and by law.
 - Neatly cut and remove existing paving, with the cut area not exceeding 12" x 12". Excavate using the SoftDig vacuum excavation system.
 - Excavate test holes in such a manner as to prevent any damage to utilities.
 - Be responsible for any damage to a utility during excavation.
 - Backfill with approved material around utility structure.
 - Furnish, install and color-code a permanent above-ground marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centerline of the structure as well as "down the hole" color-coded plastic ribbon.
 - Provide a bituminous patch of pavement within the limits of the original cut at the time of backfill. Pavement restoration is guaranteed for 3 years. If the test hole is excavated in an area other than the roadway pavement, the area disturbed will be restored to the condition prior to excavation.
 - Provide the following test hole information:
 - Elevation of top and/or bottom of utility tied to vertical control provided, to within 3 mm (0.01 ft). If control is not provided, control will be assumed.

- Elevation of existing grade over utility at test hole to within 3 mm (0.01 ft).
 - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - Utility structure material compositions and condition, when possible.
 - Pavement thickness, generalized soil type and unusual conditions.
 - Should suspected hazardous materials be encountered in the test hole, SoftDig crews will immediately contact the client representative and the SoftDig office. SoftDig will also comply with DOT hazardous Material Regulation Procedures.
 - Data Management (Survey and CADD Mapping) is not included unless specifically requested and included with Schedule of Fees.
-
- Data Management (Survey and CADD Mapping)
 - Survey surface locates and/or subsurface locates to horizontal and/or vertical control provided by client. If control is not provided, control will be assumed.
 - Provide Microstation file showing designated utilities and/or subsurface locates with test hole data tabulation.
 - Digital photographs of the project will be provided if requested.

5. Utility Coordination

This task will include the following activities:

- Coordinate and assist with the relocation of utilities
- Develop exhibits that indicate conflicts between identified existing utilities and proposed construction
- Recommend resolution for each utility conflict
- Meet with utility company representatives to discuss relocation requirements and take notes as needed.

6. Bidding Phase Services

- Develop a Project Manual (Bid Documents, Contract Documents, and Specifications) for bidding purposes.
- Distribute plan sets and answer questions from bidders.
- Develop and issue addenda as appropriate to interpret, clarify, or expand the bid documents.
- Attend prebid meeting.
- Review and evaluate bids.
- Assist Williamson County in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Prepare an Engineer's Recommendation of Award and make recommendation of bid award to Williamson County.

7. Miscellaneous Services

- Develop exhibits as needed to conduct 1 public meeting
- Attend up to 5 neighborhood meetings

8. Construction Phase Services

- Attend preconstruction meeting and issue a Notice to Proceed on behalf of Williamson County.
- Review shop drawings submitted by the contractor for compliance with design concepts.
- Visit project site once per month to observe and report on the progress and the quality of the executed work.
- Respond to up to 20 Requests for Information (RFI).

9. Services Not Included

- Earthwork quantities separated by construction phase.
- Design work for the relocation of utilities.
- Traffic Studies that develop traffic projections.

REFERENCES

1. Williamson County Design Criteria and Project Development Manual, latest edition
2. TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. TxDOT 2003 Texas Manual on Uniform Traffic Control, including latest revisions
4. TxDOT Construction Manual, latest edition
5. AASHTO "Green Book" – A Policy on Geometric Design of Highways and Streets
6. National Environmental Policy Act (NEPA)
7. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
8. Americans with Disabilities Act (ADA) Regulations

NOTES

1. All design shall be in accordance with the above references, except where variances are permitted in writing by the COUNTY (The above annotated list is not intended to be all inclusive, there may be other references required dependent upon the specific design needs of the project.).
2. The ENGINEER is responsible for purchasing all references which are required for the project.
3. Design Criteria Order of Precedence: Design Criteria for the CR 138 development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

Exhibit C Work Schedule

| | July 2009 | | | | August 2009 | | | | September 2009 | | | | October 2009 | | | | November 2009 | | | | December 2009 | | | | January 2010 | | | |
|-------------------|-----------|---|---|---|-------------|---|---|---|----------------|---|---|---|--------------|---|---|---|---------------|---|---|---|---------------|---|---|---|--------------|---|---|---|
| | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Notice to Proceed | | | ▲ | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30% PS&E | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60% PS&E | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 90% PS&E | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 100% PS&E | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bidding Phase | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Letting | | | | | | | | | | | | | | | | | | | | | | | | | | | | ▲ |

| Function Code/ Task Number | Task Description | B-A Engineering | B-A Surveying | SoftDig | Total |
|-------------------------------|---|-----------------|---------------|-------------|--------------|
| | Design Schematic | \$59,660.00 | | | \$59,660.00 |
| | Surveying Tasks | | \$67,525.00 | | \$67,525.00 |
| | PS&E | \$163,345.00 | | | \$163,345.00 |
| | Surface and Subsurface Utility Location | | | \$27,676.00 | \$27,676.00 |
| | Utility Coordination | \$4,710.00 | | | \$4,710.00 |
| | Bidding Phase Services | \$8,195.00 | | | \$8,195.00 |
| | Miscellaneous Services | \$5,430.00 | | | \$5,430.00 |
| | Construction Phase Services | \$21,200.00 | | | \$21,200.00 |
| | | | | | |
| | TOTAL LABOR | \$262,540.00 | \$67,525.00 | \$27,676.00 | \$357,741.00 |
| | Direct Expenses | \$1,227.50 | | \$1,806.00 | \$3,033.50 |
| | TOTAL | \$263,767.50 | \$67,525.00 | \$29,482.00 | \$360,774.50 |

EXHIBIT D
FEE SCHEDULE

| Func. Code | Task Description | Sheet Total | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Eng. Designer | Senior Technician | Admin. Asst. | Hours | Total |
|------------------|--|-------------|---------------------|-----------------|----------------------|------------------|---------------|-------------------|--------------|-------|-------------|
| SCHEMATIC | | | | | | | | | | | |
| | PROJECT MANAGEMENT (SCHEMATIC) | | | | | | | | | | |
| | Project Coordination | | 2 | 32 | 8 | | | | 8 | 50 | \$6,190.00 |
| | QA/QC | | 4 | 20 | 4 | | | | | 28 | \$3,920.00 |
| | Project Meetings (6 - 3 hours/meeting for 2 staff) | | | 18 | 18 | | | | 12 | 48 | \$5,490.00 |
| | Subtotal | | 6 | 70 | 30 | 0 | 0 | 0 | 20 | 126 | \$15,600.00 |
| | GEOMETRIC DEVELOPMENT | | | | | | | | | | |
| | Establish Design Criteria | | 2 | | | | | | | 2 | \$270.00 |
| | Typical Sections | | 2 | | | 4 | 16 | | | 22 | \$1,950.00 |
| | Create Horizontal/Vertical Alignments | | 2 | | 16 | | | | | 34 | \$3,790.00 |
| | Design Schematic | | 2 | | 2 | | 16 | | | 20 | \$1,900.00 |
| | Preliminary Design Cross Sections | | 2 | | 2 | 24 | 48 | | | 74 | \$7,950.00 |
| | Preliminary TCP | | 4 | | | 12 | | 40 | | 56 | \$5,180.00 |
| | Subtotal | | 2 | 14 | 0 | 52 | 68 | 80 | 0 | 208 | \$21,040.00 |
| | DRAINAGE | | | | | | | | | | |
| | Preliminary Drainage Analysis | | | | 30 | 40 | 8 | | | 78 | \$9,500.00 |
| | Drainage Easement Assessment | | 1 | | 16 | | | | | 33 | \$4,135.00 |
| | Drainage Report | | 2 | 1 | 24 | | | | 8 | 35 | \$4,085.00 |
| | Subtotal | | 2 | 2 | 70 | 56 | 8 | 0 | 8 | 146 | \$17,720.00 |
| | MISCELLANEOUS DESIGN | | | | | | | | | | |
| | Establish ROW Requirements | | 2 | | | | | | | 2 | \$270.00 |
| | Prepare ROW Exhibits | | 2 | | 4 | | | 12 | 2 | 20 | \$1,830.00 |
| | Engineer's Estimate of Probable Construction Cost | | 2 | | 8 | | | | | 10 | \$1,230.00 |
| | Design Exceptions, Variances and Waiver Report | | 1 | 2 | 4 | | | | 2 | 9 | \$1,045.00 |
| | Constructability Review | | 1 | 2 | 4 | | | | | 7 | \$925.00 |
| | Subtotal | | 2 | 10 | 0 | 20 | 0 | 12 | 4 | 48 | \$5,300.00 |
| | Schematic Total Labor | | 12 | 96 | 100 | 128 | 76 | 164 | 32 | 528 | \$59,660.00 |
| PS&E | | | | | | | | | | | |
| | PROJECT MANAGEMENT (PS&E) | | | | | | | | | | |
| | Project Coordination | | 2 | 24 | | 12 | | | 8 | 46 | \$5,510.00 |
| | QA/QC | | 2 | 32 | | 8 | | | | 42 | \$5,630.00 |
| | Project Review Meetings (30% 60%, 90%) | | | 9 | | 9 | | | 6 | 24 | \$2,655.00 |
| | Subtotal | | 4 | 65 | 0 | 29 | 0 | 0 | 14 | 112 | \$13,795.00 |
| | ROADWAY DESIGN CONTROLS | | | | | | | | | | |
| | Typical Sections | 1 | | 2 | 2 | 4 | | 24 | | 32 | \$2,930.00 |
| | Roadway Plan & Profile | 10 | 2 | 16 | 2 | 60 | 50 | 120 | | 250 | \$24,570.00 |

EXHIBIT D
FEE SCHEDULE

| Func. Code | Task Description | Sheet Total | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Eng. Designer | Senior Technician | Admin. Asst. | Hours | Total |
|------------|--|-------------|---------------------|-----------------|----------------------|------------------|---------------|-------------------|--------------|-------|-------------|
| | Grading Details | 4 | | 4 | 2 | 18 | 36 | 24 | | 84 | \$8,480.00 |
| | Driveway Detail Sheet | 1 | | 1 | | 10 | 16 | 8 | | 35 | \$3,575.00 |
| | Miscellaneous Roadway Detail Sheet | 1 | | 2 | | 8 | 12 | | | 22 | \$2,430.00 |
| | Design Cross Sections & Sheets / Earthwork | | 2 | 4 | | 8 | 16 | 40 | | 70 | \$6,650.00 |
| | Subtotal | 17 | 4 | 29 | 6 | 108 | 130 | 216 | 0 | 493 | \$48,635.00 |
| | DRAINAGE | | | | | | | | | | |
| | Drainage Area Map | 1 | | 1 | 16 | 24 | | 12 | | 53 | \$6,055.00 |
| | Hydrologic Calculations (Culverts and Ditches) | | 1 | 2 | 4 | 8 | | | | 15 | \$1,925.00 |
| | Miscellaneous Drainage Detail Sheet | 1 | | 1 | 4 | 8 | | 16 | | 29 | \$2,895.00 |
| | Culvert Layouts | 2 | | 1 | 16 | 32 | | 40 | | 89 | \$9,255.00 |
| | Hydraulic analysis (Culverts and Ditches) | | 1 | 2 | 24 | 32 | | | | 59 | \$7,405.00 |
| | Subtotal | 4 | 2 | 7 | 64 | 104 | 0 | 68 | 0 | 245 | \$27,535.00 |
| | SIGNING & STRIPING | | | | | | | | | | |
| | Signing & Striping | 10 | | 8 | | 48 | | 80 | | 136 | \$13,240.00 |
| | Sign Detail Sheet | 1 | | 2 | | 2 | 6 | 12 | | 22 | \$2,070.00 |
| | Subtotal | 11 | 0 | 10 | 0 | 50 | 6 | 92 | 0 | 158 | \$15,310.00 |

EXHIBIT D
FEE SCHEDULE

| Func. Code | Task Description | Sheet Total | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Eng. Designer | Senior Technician | Admin. Asst. | Hours | Total |
|------------|--|-------------|---------------------|-----------------|----------------------|------------------|---------------|-------------------|--------------|-------------|---------------------|
| | MISCELLANEOUS ROADWAY | | | | | | | | | | |
| | Title Sheet | 1 | | 1 | | 1 | | 6 | | 8 | \$735.00 |
| | Index | 1 | | 2 | | 3 | 8 | 8 | | 21 | \$2,070.00 |
| | Project Layout | 1 | | 1 | 1 | 2 | | 20 | | 24 | \$2,105.00 |
| | Horizontal Alignment Data Sheet | 1 | | 1 | | | | 16 | | 17 | \$1,415.00 |
| | Compute and Tabulate Quantities/Summary Sheets | 5 | | 4 | 2 | 12 | 24 | 40 | | 82 | \$7,840.00 |
| | TCP Narrative | 1 | | 1 | | 12 | | 6 | | 19 | \$2,055.00 |
| | TCP Typical | 1 | | 6 | | 8 | | 16 | | 30 | \$3,050.00 |
| | TCP Layouts | 10 | 2 | 12 | | 40 | 160 | 80 | | 294 | \$29,170.00 |
| | SW3P Layouts | 6 | | 2 | | 20 | 80 | 36 | | 138 | \$13,550.00 |
| | Standards | 80 | | 1 | 1 | 2 | | 60 | | 64 | \$5,305.00 |
| | Construction Estimate | | 1 | | | 8 | | | | 10 | \$1,270.00 |
| | General Notes/Specifications | | | 2 | | 14 | | | | 16 | \$1,950.00 |
| | Design Summary Report (DSR) | | | 2 | | 8 | | | 2 | 12 | \$1,350.00 |
| | Subtotal | 107 | 3 | 36 | 4 | 130 | 272 | 288 | 2 | 735 | \$71,865.00 |
| | PS&E Total Sheets/Labor | 139 | 19 | 173 | 144 | 549 | 484 | 828 | 28 | 2145 | \$163,345.00 |
| | UTILITY COORDINATION | | | | | | | | | | |
| | Develop Exhibits | | | 2 | | 4 | | 12 | | 18 | \$1,710.00 |
| | Meet with Utility Company Representatives | | | 4 | | 8 | | | | 12 | \$1,500.00 |
| | Recommend Resolution for Each Utility Conflict | | | 4 | | 8 | | | | 12 | \$1,500.00 |
| | Utility Coordination Total | 0 | 0 | 6 | 0 | 12 | 0 | 12 | 0 | 30 | \$4,710.00 |
| | BIDDING PHASE SERVICES | | | | | | | | | | |
| | Develop Project Manual | | | 8 | 2 | 20 | | | 10 | 40 | \$4,340.00 |
| | Issue Addenda and Clarifications | | | 4 | 2 | 2 | | | 4 | 12 | \$1,280.00 |
| | Pre-Bid Meeting | | | 3 | 3 | | | | 2 | 8 | \$915.00 |
| | Review and Evaluate Bids | | 1 | 2 | | 4 | | | 4 | 11 | \$1,165.00 |
| | Engineer's Recommendation of Award | | | 1 | | 2 | | | 2 | 5 | \$495.00 |
| | Bidding Phase Services Total | 0 | 1 | 18 | 7 | 28 | 0 | 0 | 22 | 71 | \$8,195.00 |
| | MISCELLANEOUS SERVICES | | | | | | | | | | |
| | Develop Exhibits | | | 2 | | 4 | | 12 | | 18 | \$1,710.00 |
| | Attend 5 Neighborhood Meetings | | 3 | 15 | 9 | | | | | 27 | \$3,720.00 |
| | Miscellaneous Services Total | 0 | 3 | 17 | 9 | 4 | 0 | 12 | 0 | 45 | \$5,430.00 |
| | CONSTRUCTION PHASE SERVICES | | | | | | | | | | |

EXHIBIT D
FEE SCHEDULE

| Func. Code | Task Description | Sheet Total | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Eng. Designer | Senior Technician | Admin. Asst. | Hours | Total |
|------------|--|-------------|---------------------|-----------------|----------------------|------------------|---------------|-------------------|--------------|-------|--------------|
| | Pre-Construction Meeting | | | 3 | 3 | | | | | 6 | \$795.00 |
| | Shop Drawing Review | | | 4 | 2 | 16 | | | | 22 | \$2,720.00 |
| | Project Site Visit | | 2 | 24 | 12 | 48 | | | | 86 | \$10,910.00 |
| | 20 RFIs | | | 5 | 10 | 40 | | | | 55 | \$6,775.00 |
| | Construction Phase Services Total | 0 | 2 | 36 | 27 | 104 | 0 | 0 | 0 | 169 | \$21,200.00 |
| | Direct Expenses | | | | | Number | Rate | | | | |
| | Mileage | | | | | 1500 | \$0.505 | | | | \$757.50 |
| | Digital Ortho Plots | | | | | | \$2.50 | | | | \$0.00 |
| | MyIars | | | | | 150 | \$2.00 | | | | \$300.00 |
| | Plotting & Reproduction (30%, 60%, 90%, final) | | | | | 1700 | \$0.10 | | | | \$170.00 |
| | Court Reporter | | | | | | \$280.00 | | | | \$0.00 |
| | Direct Expenses Subtotal | | | | | | | | | | \$1,227.50 |
| | Total | | | | | | | | | | \$263,767.50 |

Labor Rates w/overhead and fixed fee \$175.00 \$135.00 \$130.00 \$120.00 \$100.00 \$80.00 \$60.00

**EXHIBIT D
FEE SCHEDULE**

| Func. Code | Task Description | Sr. Project Manager | 3-Man Field Crew | Project Surveyor | Admin. Asst. | Hours | Total |
|------------|---|---------------------|------------------|------------------|--------------|-------|-------------|
| | Surveying Tasks | | | | | | |
| | Develop a current property owner list and obtain right of entry for all affected parcels. | 4 | | 6 | 40 | 50 | \$3,820.00 |
| | Establish a conventional vertical and horizontal control traverse throughout the project area and reference both control networks to Williamson County survey control. | | 56 | 16 | | 72 | \$11,160.00 |
| | Determine the centerline crown vertical profile of the existing roadway from SH130 to CR137 as a verification of design/topographic survey data to be provided by Williamson County. Provide detailed design/topographic surveys of those areas where information is missing. | | 28 | 12 | | 40 | \$6,060.00 |
| | Develop right of way maps, metes and bounds descriptions and surveys needed for acquisition of additional right of way. | | 88 | 71 | | 159 | \$23,040.00 |
| | Set property corners needed to delineate new right of way parcels to be obtained for the project. | | 40 | 8 | | 48 | \$7,560.00 |
| | Stake the centerline of the proposed new right of way for use by other contractors working on the project. The centerline will be staked with distinctly flagged intervisible lathes or with painted Mag nails if the points fall in existing paving. | 1 | 40 | 6 | | 47 | \$7,495.00 |
| | Establish permanent horizontal control and benchmarks throughout the project area for use by all contractors assigned to the project for design or construction purposes. | 1 | 24 | 8 | | 33 | \$5,095.00 |
| | Provide six HEC cross-sections per creek for two creeks that cross the proposed roadway project. | 1 | 16 | 4 | | 21 | \$3,295.00 |

**EXHIBIT D
 FEE SCHEDULE**

| Func. Code | Task Description | Sr. Project Manager | 3-Man Field Crew | Project Surveyor | Admin. Asst. | Hours | Total |
|------------|------------------------------|---------------------|------------------|------------------|--------------|-------|-------------|
| | Subtotal | 7 | 292 | 131 | 40 | 470 | \$67,525.00 |
| | Surveying Tasks Total | 7 | 292 | 131 | 40 | 470 | \$67,525.00 |

\$175.00 \$165.00 \$120.00 \$60.00

**EXHIBIT D
FEE SCHEDULE**

| Func. Code | Task Description | Estimated Quantity | Rate | Per Unit | Total |
|------------|--|--------------------|----------|------------|--------------------|
| | Surface and Subsurface Utility Location | | | | |
| | Surface Locates | 26,400 | \$0.84 | LF | \$22,176.00 |
| | Subsurface Locates | 10 | \$550.00 | Test Hole | \$5,500.00 |
| | Subsurface Extra for Pavement over 8" | 0 | \$20.00 | Test Hole | \$0.00 |
| | | | | | |
| | Surface and Subsurface Utility Location Subtotal | 26410 | 570.84 | 0 | \$27,676.00 |
| | | | | | |
| | Direct Expenses | Number | Rate | Per Unit | |
| | Mileage | | \$0.505 | mile | \$0.00 |
| | Per Diem Meals (2 men / 7 days) | 14 | \$44.00 | Person/Day | \$616.00 |
| | Per Diem Lodging (2 men / 7 days) | 14 | \$85.00 | Person/Day | \$1,190.00 |
| | Field Drawings | | | sheet | \$0.00 |
| | Test Hole Report | | | sheet | \$0.00 |
| | | | | | |
| | Direct Expenses Subtotal | | | | \$1,806.00 |
| | Surface and Subsurface Utility Location Total | | | | \$29,482.00 |

Jester Williamson County Annex
Commissioners Court - Regular Session

Date: 06/16/2009
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 |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 05/27/2009 11:18 AM
Final Approval Date: 05/27/2009

FY09 CDBG Recommended Funding Allocation
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Sally Bardwell, HUD Grants
Submitted For: Sally Bardwell
Department: HUD Grants
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving the recommended FY09 Community Development Block Grant funding allocations.

Background

Williamson County was awarded FY09 Community Development Block Grant funding in the amount of \$1,136,113. In addition, \$11,302.88 of FY07 funding from the Mobile Outreach Team will be reallocated. There were 14 applications received requesting \$2,714,689. The recommended allocations are in accordance with the approved County priorities.

Fiscal Impact

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

Attachments

Link: [FY09 recommended allocations](#)

Form Routing/Status

Form Started By: Sally Bardwell Started On: 06/11/2009 09:51 AM
Final Approval Date: 06/11/2009

F09 CDBG Recommended Allocations

| City/Organization | Type of Project | Project Description | CDBG Funds Recommended |
|--|-------------------------------|---|------------------------|
| | | | |
| City of Liberty Hill | Wasterwater Service | 29 first time waste water connections to income eligible customers | \$253,000 |
| City of Thrall | Water Storage Rehab | Rehabilitation of elevated water storage tank | \$250,000 |
| Boys and Girls Club of Georgetown | Boys and Girls Club Expansion | To expand the existing youth center to accommodate additional youth | \$232,825 |
| Habitat for Humanity | Land Acquisition | Land acquisition throughout Williamson County designated for the construction of 10 affordable owner-occupied homes | \$150,000 |
| Williamson County Mobile Outreach Team | Mobile Outreach Team | Serve income qualified clients with mental health needs in an effort to maintain and expand the current level of service reached with the use of CDBG funds | \$67,000 |
| City of Georgetown | Sidewalk Development | Sidewalk construction on Scenic Drive | \$64,590 |
| | Administration | Program Administration (11% of FY09 allocation) | \$130,000 |

FY09 allocation of \$1,136,113 and reallocated funds in the amount of \$11,302.88

\$1,147,415

Discuss and take appropriate action on various County parks and trails, and park department projects.

Commissioners Court - Regular Session

Date: 06/16/2009

Submitted By: Jim Rodgers, Parks

Submitted For: Jim Rodgers

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on various County parks and trails, and park department projects

Background

Report or update on various parks, trails, WCCF, AirCheck, and CleanAir projects.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Rodgers Started On: 06/10/2009 04:27 PM

Final Approval Date: 06/11/2009

Agreement between City of Taylor and Williamson County Regarding Billboards
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Agreement between City of Taylor and Williamson County Regarding Billboards.

Background

Fiscal Impact

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

Attachments

Link: [Agreement between City of Taylor and Williamson County Regarding Billboards](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 06/05/2009 05:05 PM

Final Approval Date: 06/08/2009



CITY OF TAYLOR

400 Porter Street, Taylor, Texas 76574

Ph:512-352-3675

Fax:512-352-8483

May 20, 2009

The Honorable Judge Dan A. Gattis
Williamson County
710 Main Street, Suite 101
Georgetown, TX 78626

Honorable Judge Gattis:

Please find enclosed a signed copy of the agreement between the City of Taylor, Texas and Williamson County regarding billboards. The City Council of the City of Taylor approved the agreement on May 14, 2009. Please sign and return a copy for our files.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Susan Brock
City Clerk

Enclosure

AGREEMENT

This Agreement is by and between Williamson County Texas, a county political subdivision of the State of Texas, ("County") and the City of Taylor, Texas, a home rule city and political subdivision of the State of Texas ("City").

RECITALS

1. The City, under its governmental powers, adopted Ordinance 2003-42, as amended ("Ordinance") prohibiting construction of billboards within the City and its Extraterritorial Jurisdiction ("ETJ") from and after its adoption. The Ordinance did not require removal of the existing non-conforming billboards within the City and its ETJ ("Existing Billboards").

2. The County is acquiring right of way for U.S. Highway 79 expansion ("Expanded ROW") within the City ETJ, and Existing Billboards are located on the Expanded ROW.

3. The County must acquire the Expanded ROW under its condemnation powers potentially including compensation for Existing Billboards to the property owners.

4. The County asserts the potential condemnation cost for removal of the Existing Billboards can be alleviated if they can be reconstructed on remaining property from which the Expanded ROW is taken.

5. The City desires to defray County cost for the Expanded ROW since the Highway 79 expansion benefits the City but does not want to amend the Ordinance allowing new billboard construction for replacement of the Existing Billboards.

6. The County does not dispute the Existing Billboards are subject to the Ordinance and new replacement billboards are prohibited by the Ordinance. Notwithstanding, the County exerts the County will be harmed by enforcement of the Ordinance.

7. The City and the County have entered into this Agreement to compromise issues concerning the County's need to acquire the Expanded ROW, to minimize the County condemnation payments for the Existing Billboards, to allow the City to continue the Ordinance without amendment, and to establish the manner in which the City will allow the Existing Billboards to be reconstructed within the City ETJ.

NOW Therefore, the City and County agree to the following:

A. The Recitals set forth above are incorporated within this Agreement.

B. As used in this Agreement, Existing Billboards shall mean only the Existing Billboards described within Exhibit "A" attached hereto and incorporated by reference herein.

C. The City shall allow the Existing Billboards to be removed by their owners from the existing locations identified in Exhibit "A", attached hereto and incorporated by reference herein, and reconstructed on the owner's remaining real property from which the Expanded ROW is taken.

D. The City shall not assume any liability regarding the Existing Billboards and their replacements. The County shall continue responsibility for the Existing Billboards as they exist regarding their owners, the Expanded ROW and the replacement of the Existing Billboards.

E. The County shall provide the City copies of proposed settlement agreements between the County and the owners of the Existing Billboards allowing the City to verification of relocation in compliance with this Agreement. The County shall require reconstruction of the Existing Billboards under any agreement with Existing Billboard owners no later than one year from the date of the settlement agreement.

F. The County shall not allow the owners of the Existing Billboards any further authority regarding the Existing Billboards not set forth in this Agreement, and the City does not waive any jurisdiction authority over the Existing Billboards or the replacement billboards allowed by this Agreement. Further, the owners of the Existing Billboards and their replacements must in all other respects remain in compliance with the Ordinance and all other laws, ordinances, regulations, and rules pertaining to billboards.

G. The City and County understand and agree this Agreement is a compromise of conflicting claims given to avoid potential time, trouble, and expense to resolve conflicting issues and to maintain cooperation between the parties.

H. The approval granted herein is specific only to the Existing Billboards for the benefit of the County and can not be relied on by any third party as consent to construct billboards

in violation of the Ordinance or as an amendment to the Ordinance and enforcement of the Ordinance.

I. The County shall require reconstruction of the Existing Billboards under any agreement with their owners no later than one year from the date of settlement with the County.

J. The County and the City agree to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Agreement.

K. Any amendment hereof must be in writing and signed by the authorized representatives for each party.

L. This Agreement shall not be construed as a modification, supplement, or alteration provisions of any other agreement between the County and City.

M. This Agreement shall be construed under the laws of the State of Texas with venue in Williamson County, Texas.

N. Neither party may assign its rights and obligation under this Agreement.

O. The parties will take further action necessary or incidental to effectuate the purposes of this Agreement without waiver of authority the parties retain regarding the subject matter of this Agreement.

P. Nothing herein shall be construed to confer upon any person or entity, other than the parties hereto, any rights, benefits or remedies under or by reason of this Agreement.

Q. This Agreement shall not be construed as a partnership, joint venture or agency, express or implied, between the parties.

R. This Agreement may be executed in duplicate originals.

S. This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

Dated this the _____ day of April, 2009.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis,
Williamson County Judge

Date Signed: _____

ATTEST:

By: _____
Nancy E. Rister,
County Clerk

Date Signed: _____

CITY OF TAYLOR, TEXAS

By: Bob Hortenstine

Its: MAYOR

Date Signed: 5/15/09

ATTEST:

By: Susan Brock
Its: City Clerk

Date Signed: 5/15/09

FOR CITY, APPROVED AS TO FORM:

By: Ted W. Hejl
Ted W. Hejl, City Attorney

Date Signed: 5/15/09



EXHIBIT "A"

Parcel 3

0.422 acres of land owned by Carl F. Wolf
and wife, Leonora S. Wolf

EXHIBIT _____

County: Williamson
Parcel No.: 3
Highway: U.S. 79
Limits: From: 79-B E. of Taylor
To: E. of FM 1063
RCSJ: 0204-04-044

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 0.422 ACRE (18,392 SQ. FT.) TRACT OF LAND LOCATED IN THE PARTHENIA COURSEY SURVEY, ABSTRACT NO. 131, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 45.350 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CARL F. WOLF AND WIFE, LEONORA S. WOLF, AS RECORDED IN VOLUME 647, PAGE 203, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.422 ACRE (18,392 SQ. FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type II concrete monument set, 123.19 feet left of United States Highway 79 (U.S. 79) Engineer's Centerline Station 1069+25.36, being the east line of said remainder tract, same being the west line of a called 5.781 acre tract of land described in a deed to The State of Texas, as recorded in Volume 793, Page 478, Deed Records of Williamson County, Texas, also being in the proposed north right-of-way line of said U.S. 79, and the **POINT OF BEGINNING** of the tract described herein, from which a TxDOT Type I concrete monument found bears, N 59°31'30" W, passing at a distance of 233.99 feet the calculated north corner of said remainder tract, same being the east line of a called 3.538 acre tract of land described in a deed to Transit Mix Concrete & Materials Co., as recorded in Volume 2652, Page 276, Official Public Records of Williamson County, Texas, continuing in all a total distance of 879.63 feet;

1) **THENCE** leaving said proposed right-of-way line, with the common line of said remainder tract and said 5.781 acre tract, S 59°31'30" E, a distance of 132.96 feet to a TxDOT Type I concrete monument found in the existing north right-of-way line of said U.S. 79, same being the north line of a called 3.139 acre tract of land conveyed to the State of Texas, as recorded in Volume 449, Page 276, Deed Records of Williamson County, Texas, also being the southeast corner of said remainder tract and the tract described herein;

2) **THENCE** leaving said common line, with said existing right-of-way line, with the arc of a curve to the right a distance of 226.68 feet, through a central angle of 07°05'51", having a radius of 1829.86 feet, and whose chord bears S 73°51'26" W, a distance of 226.53 feet to the calculated south common corner of said remainder tract and said 3.538 acre tract, same being the southwest corner of the tract described herein, from which a 2 1/2-inch iron pipe found bears, S 20°21'58" E, a distance of 1.14 feet;

3) **THENCE** leaving said existing right-of-way line, with said common line, N 21°36'22" W, a distance of 97.98 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set, 116.10 feet left of U.S. 79 Engineer's Centerline Station 1067+75.79, being in said proposed right-of-way line, same being the west line of said remainder tract, also being the east line of said 3.538 acre tract, and the northwest corner of the tract described herein;

4) **THENCE** with said proposed right-of-way line, crossing through the interior of said remainder tract, with the arc of a curve to the left a distance of 144.57 feet, through a central angle of 04°10'44", having a radius of 1982.21 feet, and whose chord bears N 74°12'54" E, a distance of 144.54 feet to the **POINT OF BEGINNING** and containing 0.422 acre (18,392 sq. ft.) of land more or less.

This property description is accompanied by a separate plat of even date.

All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.0001135512.


Access Control on Non-Access Controlled Facilities: "Access will be permitted to the highway facility from the remainder of the property lying adjacent to U.S. 79."

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

That I, C. M. Solomon, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 23rd day of October 2007 A.D.

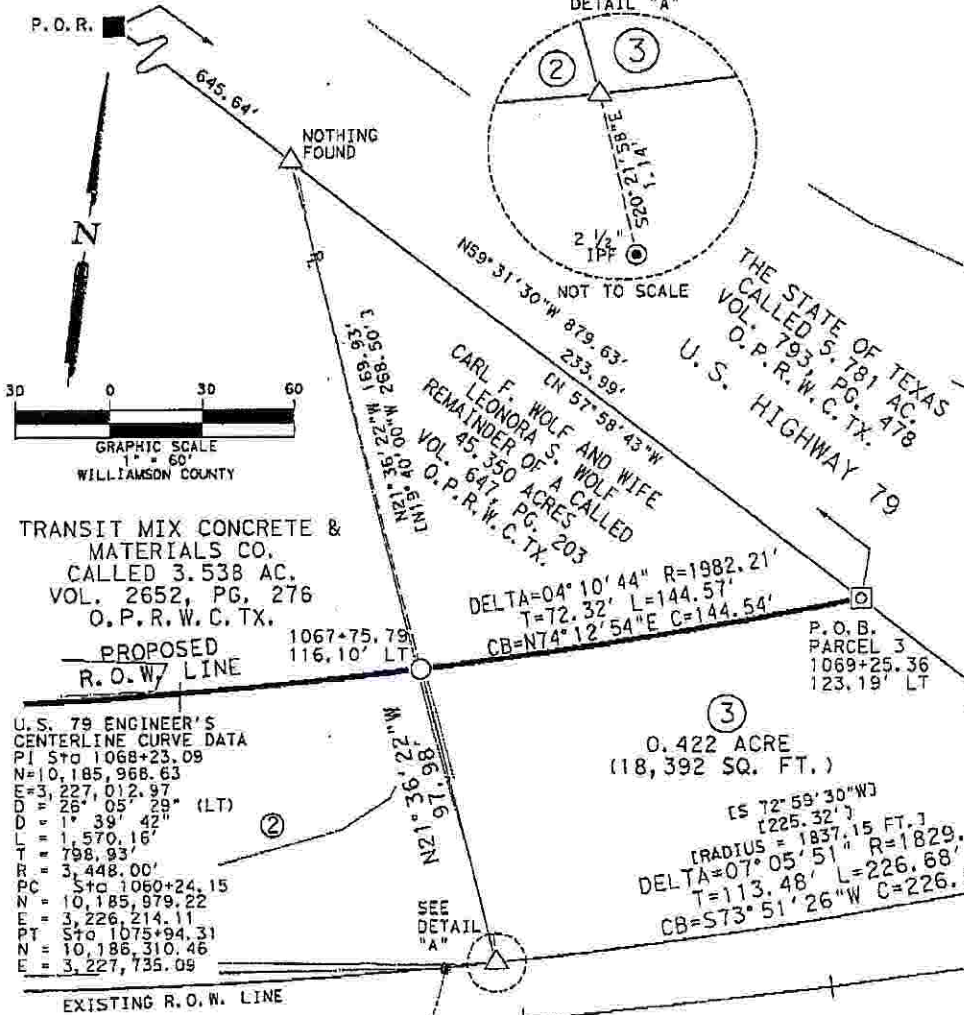
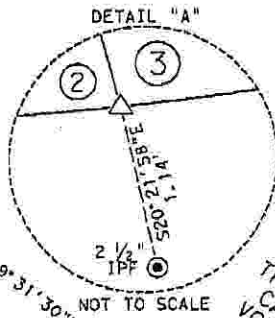
SURVEYING AND MAPPING, Inc.
5508 West Highway 290, Building B
Austin, Texas 78735


C. M. Solomon
Registered Professional Land Surveyor
No. 5734 - State of Texas



LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- ⊗ TYPE II CONCRETE MONUMENT SET
- 1/2" IRON ROD FOUND UNLESS NOTED
- 1/2" IRON ROD W/ TXDOT ALUMINUM CAP SET UNLESS NOTED
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- COTTON SPINDLE FOUND UNLESS NOTED
- ⊕ PK NAIL FOUND
- △ CALCULATED POINT
- ▲ BOD NAIL FOUND UNLESS NOTED
- PROPERTY LINE
- CENTER LINE
- [I] RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- R.P.R.W.C.TX REAL PROPERTY RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX DEED RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS



TRANSIT MIX CONCRETE & MATERIALS CO.
CALLED 3.538 AC.
VOL. 2652, PG. 276
O.P.R.W.C.TX.

U.S. 79 ENGINEER'S CENTERLINE CURVE DATA
PI Sta 1068+23.09
N=10,185,968.63
E=3,227,012.97
D = 26° 05' 29" (LT)
D = 1° 39' 42"
L = 1,570.16'
T = 798.93'
R = 3,448.00'
PC Sta 1060+24.15
N = 10,185,979.22
E = 3,226,214.11
PT Sta 1075+94.31
N = 10,186,310.46
E = 3,227,735.09

0.422 ACRE
(18,392 SQ. FT.)

ES 72° 59' 30" W
[225.32']
[RADIUS = 1857.15 FT.]
DELTA = 07° 05' 51" R = 1829.86'
T = 113.48' L = 226.68'
CB = S73° 51' 26" W C = 226.53'

PARTHENIA COURSEY SURVEY
ABS. NO. 131

STATE OF TEXAS
CALLED 3.139 AC.
VOL. 449, PG. 276
D.R.W.C.TX.

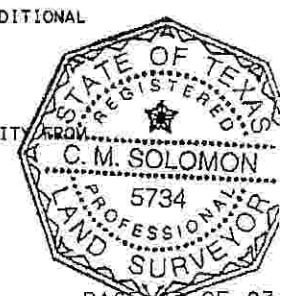
NOTES:

1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL COORDINATES SHOWN HEREON ARE NAD 83/93 (HARN) STATE PLANE COORDINATES ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.0001135512.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
5. ENGINEER'S CENTERLINE DERIVED FROM SCHEMATIC PROVIDED BY CARTER & BURGESS, INC., ON 11/08/06.
6. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
7. ACCESS CONTROL ON NON-ACCESS CONTROLLED FACILITIES: "ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY THE REMAINDER OF THE PROPERTY LYING ADJACENT TO U.S. 79."

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

C.M. Solomon
C. M. SOLOMON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5734, STATE OF TEXAS

10/23/07
DATE



PAGE 03 OF 03
REF. FIELD NOTE NO. 4263



5508 West Highway 290
Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
PARCEL 3
WILLIAMSON CO.
RCSJ NO. 0204-04-044

Parcel 9

0.265 acres of land owned by Duane D. Stoll

EXHIBIT _____

County: Williamson
Parcel No.: 9
Highway: U.S. 79
Limits: From: 79-B E. of Taylor
To: E. of FM 1063
RCSJ: 0204-04-044

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 0.265 ACRE (11,550 SQ. FT.) TRACT OF LAND LOCATED IN THE HARDY PACE SURVEY, ABSTRACT NO. 493, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.50 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DUANE D. STOLL, AS RECORDED IN VOLUME 2652, PAGE 205, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.265 ACRE (11,550 SQ. FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found, being the east common corner of said 3.50 acre tract and the remainder of a called 60.66 acre tract of land described in the deed to Marvin O. Stoll & Wife, Hermine E. Stoll, as recorded in Document No. 2000042307, Official Public Records of Williamson County, Texas, same being the west line of a called 0.51 acre tract of land described in the deed to Lenz Acres Partnership, as recorded in Document No. 2004058570, Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found for the north common corner of said remainder tract and said 0.51 acre tract, same being the southwest corner of a called 29.12 acre tract of land described in a deed to Lenz Acres Partnership, as recorded in Document No. 2004058570, Official Public Records of Williamson County, Texas, bears N 18°01'33" W, a distance of 81.10 feet;

THENCE with the common line of said 3.50 acre tract and said 0.51 acre tract, S 18°01'33" E, a distance of 320.55 feet to a 1/2-inch iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set, 108.02 feet left of United States Highway 79 (U.S. 79) Engineer's Centerline Station 1103+17.10, being in the proposed north right-of-way line of said U.S. 79, same being the northeast corner and **POINT OF BEGINNING** of the tract described herein;

1) **THENCE** leaving said proposed right-of-way line, with said common line, S 18°01'33" E, a distance of 28.61 feet to the calculated south common corner of said 3.50 acre tract and said 0.51 acre tract, same being in the existing north right-of-way line of said U.S. 79 and the north line of a called 2.998 acre tract of land conveyed to the State of Texas, as recorded in Volume 448, Page 184, Deed Records of Williamson County, Texas, also being the southeast corner of the tract described herein;

2) **THENCE** leaving said common line, with said existing right-of-way line, with the arc of a curve to the left a distance of 413.44 feet, through a central angle of 07°26'31", having a radius of 3183.10 feet, and whose chord bears S 69°36'12" W, a distance of 413.15 feet to the calculated south common corner of said 3.50 acre tract and a called 2.288 acre tract of land described in a deed to Duane D. Stoll and wife, Sandra G. Stoll, as recorded in Document No. 2000042307, Official Public Records of Williamson County, Texas, same being the southwest corner of the tract described herein;

3) **THENCE** leaving said existing right-of-way line, with the common line of said 3.50 acre tract and said 2.288 acre tract, N 22°33'33" W, a distance of 31.19 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set, 108.13 feet left of U.S. 79 Engineer's Centerline Station 1099+08.91, being in said proposed right-of-way line, same being the northwest corner of the tract described herein;

4) **THENCE** with said proposed right-of-way line, crossing through the interior of said 3.50 acre tract, with the arc of a curve to the right a distance of 415.60 feet, through a central angle of 04°03'55", having a radius of 5857.55 feet, and whose chord bears N 69°57'36" E, a distance of 415.52 feet to the **POINT OF BEGINNING** and containing 0.265 acre (11,550 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.0001135512.


Access Control on Non-Access Controlled Facilities: "Access will be permitted to the highway facility from the remainder of the property lying adjacent to U.S. 79."

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

That I, C. M. Solomon, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground.

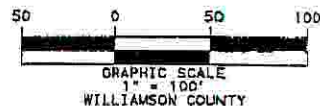
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 23rd day of October 2007 A.D.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290, Building B
Austin, Texas 78735


C. M. Solomon
Registered Professional Land Surveyor
No. 5734 - State of Texas



LEGEND



| LINE NO. | BEARING | DISTANCE |
|----------|----------------|----------|
| L1 | S18° 01' 33" E | 28.61' |
| L2 | N22° 33' 33" W | 31.19' |

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- ▭ TYPE II CONCRETE MONUMENT SET
- 1/2" IRON ROD FOUND UNLESS NOTED
- 1/2" IRON ROD W/ TXDOT ALUMINUM CAP SET UNLESS NOTED
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⊗ COTTON SPINDLE FOUND UNLESS NOTED
- ⊕ PK NAIL FOUND
- △ CALCULATED POINT
- ▲ 60D NAIL FOUND UNLESS NOTED
- P PROPERTY LINE
- C CENTER LINE
- J RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- R.P.R.W.C.TX REAL PROPERTY RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX DEED RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS

MARVIN O. STOLL &
HERMINE E. STOLL
REMAINDER OF A
CALLED 60.66 ACRES
DOC. NO. 2000042307
O. P. R. W. C. TX.

HARDY PACE SURVEY
ABS. NO. 493

DUANE D. STOLL AND WIFE,
SANDRA G. STOLL
CALLED 2.288 ACRES
DOC. NO. 2000042307
O. P. R. W. C. TX.

LENZ ACRES PARTNERSHIP
CALLED 29.12 ACRES
DOC. NO. 2004058570
O. P. R. W. C. TX.

LENZ ACRES PARTNERSHIP
CALLED 0.51 ACRE
DOC. NO. 2004058570
O. P. R. W. C. TX.

U.S. 79 ENGINEER'S
CENTERLINE CURVE DATA
PI St 0 1101+62.30
N=10,187,409.21
E=3,230,056.14
R=11,277.50 (RT)
Δ=0° 27' 50"
T=197.89'
L=197.89'
CB=10,109.94'
C=10,109.94'
S=10,109.94'
T=10,109.94'
L=10,109.94'
C=10,109.94'
S=10,109.94'
T=10,109.94'
L=10,109.94'
C=10,109.94'
S=10,109.94'
T=10,109.94'
L=10,109.94'
C=10,109.94'

DUANE D. STOLL
CALLED 3.50 ACRES
VOL. 2652, PG. 205
O. P. R. W. C. TX.

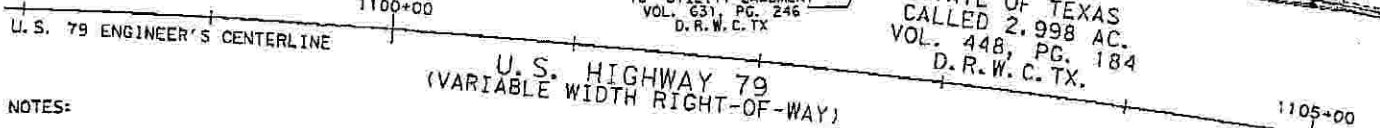
DELTA=04° 03' 55" R=5857.55'
T=207.89' L=415.60'
CB=N69° 57' 36" E C=415.52'
0.265 ACRE
CL=550 SQ. FT.

DELTA=07° 26' 31" R=3183.10'
T=207.01' L=413.44'
CB=S69° 36' 12" W C=413.15'

STATE OF TEXAS
CALLED 2,998 AC.
VOL. 448, PG. 184
D. R. W. C. TX.

PROPOSED
R. O. W. LINE

EXISTING
R. O. W. LINE

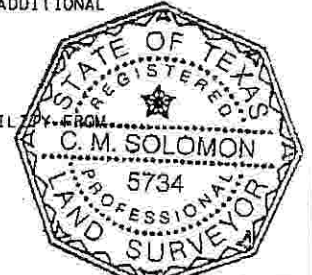


- NOTES:
- RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
 - ALL COORDINATES SHOWN HEREON ARE NAD 83/93 (HARN) STATE PLANE COORDINATES ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.0001135512.
 - IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
 - VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
 - ENGINEER'S CENTERLINE DERIVED FROM SCHEMATIC PROVIDED BY CARTER & BURGESS, INC., ON 11/08/06.
 - PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
 - ACCESS CONTROL ON NON-ACCESS CONTROLLED FACILITIES: "ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY OF THE PROPERTY LYING ADJACENT TO U.S. 79."

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

C. M. Solomon
C. M. SOLOMON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5734, STATE OF TEXAS

10/23/07
DATE



PAGE 03 OF 03
REF. FIELD NOTE NO. 4269



5508 West Highway 290
Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
PARCEL 9
WILLIAMSON CO.
RCSJ NO. 0204-04-044

Meeting of the San Gabriel Industrial Development Corporation Board of Directors
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

11:30 a.m. Recess Commissioners Court and convene a meeting of the San Gabriel Industrial Development Corporation Board of Directors.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 06/10/2009 12:30 PM

Final Approval Date: 06/11/2009

Reconvene Commissioners Court following San Gabriel Industrial Development Corporation Board of Directors meeting
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Reconvene Commissioners Court following San Gabriel Industrial Development Corporation Board of Directors meeting.

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: 06/10/2009 12:33 PM
Final Approval Date: 06/11/2009

Resolution Approving an Agreement by San Gabriel Industrial Development Coporation to Issue Bonds for AirBorn Inc.

Commissioners Court - Regular Session

Date: 06/16/2009

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to a "Resolution Approving an Agreement by San Gabriel Industrial Development Corporation to Issue Bonds for AirBorn, Inc. and the Bond Resolution Providing for the Issuance of Such Bonds."

Background

Fiscal Impact

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

Attachments

Link: [Resolution Approving an Agreement](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 06/10/2009 12:25 PM

Final Approval Date: 06/11/2009

RESOLUTION APPROVING AN AGREEMENT BY SAN GABRIEL INDUSTRIAL DEVELOPMENT CORPORATION TO ISSUE BONDS FOR AIRBORN, INC. AND THE BOND RESOLUTION PROVIDING FOR THE ISSUANCE OF SUCH BONDS

WHEREAS, San Gabriel Industrial Development Corporation (the "Issuer") was created under the auspices of Williamson County, Texas (the "Governmental Unit"); and

WHEREAS, AirBorn, Inc, a Texas corporation ("AirBorn") has requested that the Issuer issue \$8,000,000 of its tax-exempt "Variable Rate Demand Revenue Bonds, (AirBorn, Inc. Project), Series 2009" (the "Bonds") for (i) the acquisition and construction of up to a 60,000 square foot manufacturing facility, including the acquisition of land, within the boundaries of the Governmental Unit and (ii) pay certain costs of issuance of the Bonds; and

WHEREAS, the Governmental Unit and the Issuer have agreed that it is desirable that the Issuer be the issuer of the Bonds.

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted.

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

Section 1. The "Loan Agreement between San Gabriel Industrial Development Corporation AirBorn, Inc.," in substantially the form and substance presented at this meeting, is hereby specifically approved, and Bonds in a principal amount not to exceed \$8,000,000, may be issued pursuant thereto for the purpose of acquiring and constructing up to a 60,000 square foot manufacturing facility, including the acquisition of land, within the boundaries of the Governmental Unit and paying certain costs of issuance of the Bonds.

Section 2. The "Resolution authorizing the issuance of San Gabriel Industrial Development Corporation Variable Rate Demand Revenue Bonds (AirBorn, Inc. Project), Series 2009; approving the form of a Trust Indenture, Loan Agreement and a Placement Agreement with respect to such Bonds and authorizing the execution of such documents; approving information regarding the San Gabriel Industrial Development Corporation to be used in the Private Placement Memorandum to be distributed in connection with the issuance of such Bonds; and approving other matters related to the foregoing," in substantially the form and substance attached to this Resolution and made a part hereof for all purposes, is hereby specifically approved, and the Bonds may be issued as provided for therein.

Section 3. The approvals contained herein are solely for the purposes of Section 25(f) of the Development Corporation Act of 1979, as amended and codified as Texas Local Government Code Chapters 501 through 507, inclusive ("Article 5190.6, Vernon's Texas Civil Statutes") and the Governmental Unit shall have no liability for the payment of the Bonds nor shall any of its assets be pledged to the payment of the Bonds.

[The remainder of this page is intentionally left blank]

APPROVED AND ADOPTED this 16th day of June, 2009.

Williamson County, Texas

By: _____
County Judge

ATTEST:

By: _____
County Clerk

(SEAL)

EXHIBIT "A"

The "Loan Agreement between the San Gabriel Industrial Development Corporation AirBorn, Inc." and the "Resolution authorizing the issuance of San Gabriel Industrial Development Corporation Variable Rate Demand Revenue Bonds (AirBorn, Inc. Project), Series 2009; approving the form of a Trust Indenture, Loan Agreement and a Placement Agreement with respect to such Bonds and authorizing the execution of such documents; approving information regarding the San Gabriel Industrial Development Corporation to be used in the Private Placement Memorandum to be distributed in connection with the issuance of such Bonds; and approving other matters related to the foregoing" adopted on June 16, 2009, are on file with the Governmental Unit.

Position Re-assignment
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving position re-assignment for the Jail

Background

The Sheriff is requesting one Corrections Officer promote to a Sgt, one Sgt promote to a Lt. and one Lt demote to a dual certified peace officer resulting in an overall savings to the county of \$4,215. All slots are available. However, the demotion slot does not carry the tenure dollars/funding needed. In essence, the money is available in the overall salary line item for the Jail but is not necessarily available in the slot due to the tenure/longevity of the Lt. being demoted, therefore, approval action is being requested from the Court.

Fiscal Impact

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

Attachments

Link: [Position ReAssignment](#)

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 06/10/2009 07:42 AM

Final Approval Date: 06/10/2009

Discuss and take action on the First Amendent of the Williamson County Animal Shelter Agreement.

Commissioners Court - Regular Session

Date: 06/16/2009
 Submitted By: Terri Countess, Commissioner Pct. #3
 Submitted For: Valerie Covey
 Department: Commissioner Pct. #3
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on the First Amendent of the Williamson County Animal Shelter Agreement.

Background

Fiscal Impact

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

Attachments

Link: [signed amendment](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 06/10/2009 01:13 PM
 Final Approval Date: 06/11/2009

**FIRST AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL
CONTROL SHELTER AGREEMENT**

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

THIS FIRST AMENDMENT ("First Amendment") is to that one certain Williamson County Regional Animal Control Shelter Agreement, executed August 10, 2006 ("Agreement"), by and between Williamson County, the City of Round Rock, the City of Leander, the City of Cedar Park, and the City of Hutto, collectively referred to herein as "the Parties."

RECITALS

1. The Parties previously on August 10, 2006 entered into the Agreement providing that the Parties will share in the design and establishment of a county-wide regional shelter.
2. The Agreement provided that insurance for the shelter building, and the shelter contents would be a shared cost and expense;
3. The Parties desire to amend the Agreement to provide for the cost participation of expenses relating to personal liability claims.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, the Parties hereby contract and agree as follows:

**ARTICLE ONE
DEFINITIONS**

1.01 Unless the context clearly requires otherwise, terms used in this First Amendment shall have the meaning as set forth in the Agreement.

**ARTICLE TWO
AMENDMENTS**

2.01 Section III, Paragraph 1 to the Agreement, entitled "Board Responsibilities", is amended to add subsection f. to read as follows:

"The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article V, Section 2 of this Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein."

00157387/jmr

R-09-05-28-1261

**ARTICLE III
MISCELLANEOUS**

3.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

3.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed as of the date or dates indicated below.

WILLIAMSON COUNTY
Commissioners Court

ATTEST:

By: _____
DAN A. GATTIS
County Judge -
Williamson County, Texas

By: _____
NANCY RISTER
County Clerk

CITY OF ROUND ROCK
City Council

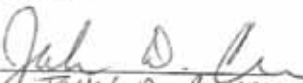
ATTEST:

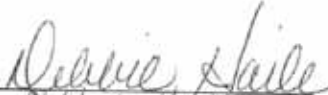
By: 
ALAN MCGRAW
Mayor - Round Rock, Texas

By: 
SARA WHITE
City Secretary

CITY OF LEANDER
City Council

ATTEST:

By: 
JOHN D. COWMAN
Mayor - Leander, Texas

By: 
Debbie Haite
City Secretary

CITY OF CEDAR PARK
City Council


ATTEST:

By: 
Mayor - Cedar Park, Texas

By: 
City Secretary

CITY OF HUTTO
City Council

ATTEST:

By: 
DAVID BEGIER
Mayor Pro Tem- Hutto, Texas

By: 
DEBBIE CHELF
City Secretary



Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Wendy Coco, County Judge
Department: County Judge
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

Fiscal Impact

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

Link: [Budget Order Amendment](#)

Link: [Outside Employment for Off Duty P.O.](#)

Form Routing/Status

Form Started By: Wendy Coco Started On: 06/12/2009 09:54 AM
Final Approval Date: 06/12/2009

Budget Order Amendment, 6/9/09

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.

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.

WEB-TPA , Idealscripts Contracts
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Bride Roberts
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding contracts to WEB-TPA Employer Services, LLC and National Employee Benefit Companies, Inc. (d/b/a IDEALSCRIPTS) for THIRD PARTY ADMINISTRATOR FOR THE WILLIAMSON COUNTY INDIGENT HEALTH CARE PROGRAM, RFP# 09WCP814.

Background

Fiscal Impact

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

Attachments

Link: [WEB-TPA Contract](#)
Link: [Recommendation Letter](#)
Link: [TPA Analysis](#)
Link: [Idealscripts Contract](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/05/2009 10:10 AM
Final Approval Date: 06/11/2009



WEBTPA EMPLOYER SERVICES, L.L.C.
ADMINISTRATIVE SERVICES AGREEMENT WITH
WILLIAMSON COUNTY, TEXAS
JUNE 2009

ADMINISTRATIVE SERVICES AGREEMENT

(Signature Page)

webTPA Employer Services, LLC., a Texas Limited Liability Company (“WEB-TPA”), and the County Indigent Health Care Program administrator, Williamson County, Texas, a political subdivision of the State of Texas (“County”) hereby enter into, as of the date set forth below (the “Effective Date”), this Administrative Services Agreement consisting of the Standard Terms and Conditions and the following Exhibits initialed by each of WEB-TPA and County below, which are attached hereto and incorporated herein for all purposes:

| | WEB-TPA Initials | Williamson County |
|---|---------------------|----------------------|
| STANDARD TERMS AND CONDITIONS | | |
| Exhibit A – RESPONSIBILITIES OF PARTIES | | |
| Exhibit B – FEES AND SERVICES | | |
| Exhibit C – WILLIAMSON COUNT REQUEST FOR PROPOSAL DOCUMENTS (RFP ##09WCP814 WEB-TPA’s submittals in response to said RFP) | | |
| Exhibit D – UTILIZATION MANAGEMENT & CASE MANAGEMENT SERVICES | | |

Expected Participation: # of Program Participants 700 # of Dependents 0
Expected Dependent Ratio: [(Program Participants + Dependents)/Program Participants]
N/A

CONTACT INFORMATION


| FUNCTION | WILLIAMSON COUNTY, TEXAS | WEB-TPA |
|----------------|---|---|
| Support | Name: Bride Roberts, LBSW-CIRS Title: Assistant Director Social Services Division Williamson County & Cities Health District 211 Commerce Blvd., Suite 114 Round Rock, Texas 78664 Phone: (512) 248-3252 Fax: (512) 248-3286 | Name: Shannon Junek Title: Account Executive Phone: 210-507-8801 Fax: 469-417-1970 |

| | | |
|-----------------|---|--|
| Contract | Name: Bride Roberts, LBSW Title: Assistant Director Community Health Education & Social Services Division Williamson County & Cities Health District Phone: (512) 248-3252 Fax: (512) 248-3286 | Name: Mike McCabe Title: CEO Phone: 469-417-17517 Fax: 469-417-1951 |
|-----------------|---|--|

IN WITNESS WHEREOF, the parties have duly executed this Agreement by the duly authorized signatures below as of _____, 20____ (the "Effective Date").

WEB-TPA:

WILLIAMSON COUNTY, TEXAS:

By: 
Name: Mike McCabe
Title: CEO/President

By: _____
Name: Dan A. Gattis
Title: Williamson County Judge

ADMINISTRATIVE SERVICES AGREEMENT STANDARD TERMS AND CONDITIONS

THIS Service Agreement (the “Agreement”) is made and entered into by and between the County and WEB-TPA.

RECITALS

WHEREAS, the Williamson County and Cities Health District (WCCHD) administers the County Indigent Health Care Program (CIHCP), mandated by Chapter 61 of the Texas Health and Safety Code, on behalf of County. Funding to administer the program is provided to WCCHD by County;

WHEREAS, County intends to maintain and expand the network of providers, provide case management services, contract and manage Pharmacy Benefit Management services, perform data collection and reporting, and manage claims for indigent health care that the County provides to eligible program participants (“Program Participants”);

WHEREAS, County and the WCCHD would like for the claims for medical and prescription services of Program Participants to be processed and for payments to be issued by a contracted Third Party Administrator;

WHEREAS, WEB-TPA provides administrative services and desires to contract with the County to perform the above described services with respect to the CIHCP as specified below; and

THEREFORE, in consideration of the premises and mutual covenants contained herein, the County and WEB -TPA agree to the following:

ARTICLE I: Relationship of Parties

1.1 Independent Contractors

The parties enter into this Agreement as independent contractors and not as agents of each other. Neither party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein.

1.2 Delegated Authority

The County delegates to WEB-TPA only those powers and responsibilities which are specifically enumerated in this Agreement. Nothing within this Agreement shall transfer to WEB-TPA any discretionary responsibility or authority or assign County’s responsibilities under the CIHCP.

1.3 Licensure/Compliance

WEB-TPA agrees to be duly licensed as a Third Party Administrator to the extent required under applicable laws and agrees to maintain such licensure throughout the Term of this Agreement. Both County and WEB-TPA agree to comply with applicable Federal and State laws in administering the CIHCP.

1.4 Communication

WEB-TPA shall be entitled to rely, without investigation or inquiry, upon any written, electronic, or oral information or communication of the County or agents of the County.

1.5 Financial Responsibility

WEB-TPA does not insure, guarantee, or underwrite the liability of the County under the CIHCP. The County has total responsibility for payment of claims under the CIHCP and all expenses incidental to the CIHCP.

1.6 Indemnification

a. WEB-TPA will indemnify, defend, save, and hold County and its officers, directors, agents, attorneys and affiliates harmless from and against any and all Damages asserted against or incurred by County, to the extent that such claims, losses, liabilities, damages, and expenses arise out of intentional, dishonest, fraudulent, grossly negligent, or criminal acts, except for acts taken at the specific direction of County.

1.7 Responsibilities of Parties (EXHIBIT A)

A listing of each party's responsibilities and cost association is provided for in Exhibit A attached.

1.8 Program Compliance

Services provided under this Agreement will be performed in accordance with the eligibility and benefit provisions of the CIHCP.

ARTICLE IV. WEB-TPA's Responsibilities

2.1 Eligibility. During the Term (as hereinafter defined), WEB-TPA shall:

- a) Provide Program Participant identification cards for each Program Participant to County.
- b) Maintain program/plan records based on eligibility information submitted by the County as to the dates on which a Program Participant's coverage commences and terminates.
- c) Support enrollment services and eligibility management.

2.2 Benefit Determination. During the Term, WEB-TPA shall:

- a) Make itself knowledgeable regarding the rules and regulations of the CIHCP. However, County exclusively retains all responsibility and liability associated with the CIHCP.
- b) Maintain records of coverage applicable to each Program Participant based on information submitted by the County.
- c) Support the receipt of claims and supporting documentation via paper and electronic means.
- d) Determine benefits payable per claim in accordance with the CIHCP. In circumstances in which benefit determination is considered unclear by WEB-TPA, WEB-TPA will contact County and request guidance as to desired CIHCP interpretation. If County does not respond in writing within seven (7) days, WEB-TPA will, at its sole discretion, continue to pend or deny the claim/benefit.
- e) Use its best efforts to determine third party liabilities or responsibilities related to submitted charges.

2.3 Claim Payment and Notification. During the Term, WEB-TPA shall:

- a) Provide a sample claim form to County to utilize in submitting claims to WEB-TPA.
- b) Use its best efforts to notify appropriate provider and/or Program Participant if additional information is required in order to process a claim.
- c) Pay claims from County's designated account. Under no circumstance, does WEB-TPA assume financial responsibility for any amounts or liabilities related to the CIHCP, including, without limitation, benefits payable, fines, fees, and errors.
- d) Provide notice to Program Participants and applicable providers as to the reason and determination of benefits under the CIHCP, including, without limitation, payment, adjustment, denial, or pending claims.
- e) In the event that WEB-TPA makes overpayments for claims paid in good faith, upon determination of error by WEB-TPA, it will use its best efforts to notify County of such error and make good faith attempts to recover any such overpayments.
- f) Report to the Internal Revenue Services, and to other applicable tax authorities or parties, those claim payments which are required to be reported thereto under applicable tax laws, regulations, rulings, and opinions.

2.4 Direct Provider Contracting. During the Term, WEB-TPA shall:

- a) Maintain appropriate system information regarding direct contractual relationships with selected providers.
- b) Recruit and expand direct provider arrangements as direct by the County
- c) Load and administer direct contracted arrangements with selected providers.
- d) WEB-TPA represents and warrants that its contracts with PPO Networks made available to the County require that the network contractually commits to require that each network provider remain in good standing in the provider's

profession/state(s) in which services are being rendered and that the provider be currently licensed and/or certified in the State.

- 2.4 Subrogation and Coordination of Benefits.** During the Term, WEB-TPA shall:
- a) Use best efforts to identify claims and notify County of potential opportunities to subrogate payments.
 - b) Use best efforts to identify claims and notify County of claims subject to payment under other benefit plans.
- 2.5 Program/Plan History (Records and Files).** After expiration of the Term, WEB-TPA shall:
- a) Store program/plan records (including Program Participant eligibility, claim submission, benefit determination, and claim payment) in accordance with state law.
 - b) Provide reasonable County access to the records created during the term of this Agreement and assist in the transfer of this information to the County. Costs associated with the copying and transfer of the records shall be passed through to the County.
- 2.6 Customer Service.** During the Term, WEB-TPA shall:
- a) Provide telephonic assistance with live Customer Service Representatives during normal business hours Monday through Friday (with the exception of WEB-TPA holidays).
 - b) If applicable, provide 24-hour seven (7) day a week Internet based access to plan/program information, with the exception of System Maintenance, Upgrading, etc..
 - c) Use its best efforts to document communication in electronic form with applicable parties.
- 2.7 Reinsurance/Stop Loss.** During the Term, WEB-TPA shall:
- a) Use its best efforts to determine applicability of each claim to County's stop loss policy, if any.
 - b) Assist in the collection of necessary plan/program information required for filing of a reinsurance claim.
 - c) Under no circumstance is WEB-TPA financially or otherwise responsible for the payment or denial of a stop loss claim.
- 2.8 Billing and Fee Payment.** During the Term, WEB-TPA shall:
- a) Calculate fees associated with third party services administered or managed by WEB-TPA in accordance with contract terms.
 - b) Submit request for payment of third parties to County for approval.
 - c) Upon receipt of approval pay third party billings from the Claims Payment Account.
- 2.9 Reporting.** During the Term, WEB-TPA shall:

- a) Provide County with the WEB-TPA standard set of reports on either a monthly basis.
- b) Provide County with a check register for each check run.
- c) Provide County with access to their plan/program data in either a text file or Microsoft™ database format, subject to the applicability of HIPAA privacy regulations.
- d) If requested by County, provide additional reporting at 10% below our standard hourly rates.
- e) Provide information managed by WEB-TPA to County necessary to complete County's reporting requirements under CIHCP.

2.10 Confidentiality. During the Term, WEB-TPA shall:

- a) Unless required by a regulating third party, WEB-TPA will take all reasonable precautions to prevent the disclosure of confidential information to parties unrelated to WEB-TPA's administration hereunder.
- b) Maintain reasonable computer data safeguards (such as access codes, passwords, secure physical location, data back-up and firewall software) in order to protect against unauthorized access, deletion or alteration of data.
- c) Unless otherwise directed, make all administrative data accessible to the County.

ARTICLE III: County's Responsibilities

3.1 Administrative Fees. During the Term, County shall:

- a) Timely pay, in accordance with EXHIBIT B – FEES AND SERVICES, WEB-TPA for services rendered.
- b) Grant WEB-TPA the authority to draft from the Claims Payment Account any fees due to WEB-TPA prior to application of the funds for any other purpose.
- c) Allow for a fee adjustment by WEB-TPA in the event that the County's actual Dependent Ratio exceeds the Expected Dependent Ratio by ten-percent (10%).
- d) Allow for a fee adjustment by WEB-TPA in the event that the County's Program Participant's actual participation decreases below ninety-percent (90%) of Expected Participation.

3.2 Benefit Determination, Funding, and Liability. During the Term, County shall:

- a) Retain all responsibilities of a county conducting a CIHCP, CIHCP administrator, and named fiduciary. As such, County retains full discretionary control, authority, and responsibility in the maintenance of a compliant, the determination of benefits, and the operation and administration of the CIHCP.
- b) Establish, maintain, and fund a Claims Payment Account for the payment of all claims, fees, taxes, and other expenses of administering the CIHCP.
- c) Provide WEB-TPA with all necessary documentation and authority necessary to act as signatory on the Claims Payment Account. County understands that financial liability for all payments made under the CIHCP and in conjunction with this Agreement is the responsibility of the County. WEB-TPA shall have

no financial obligation or responsibility relating to the payment of benefits under the CIHCP.

3.3 Eligibility. During the Term, County shall:

- a) Provide WEB-TPA with current and accurate CIHCP eligibility and coverage records.
- b) Verify Program Participant eligibility in a timely manner.
- c) Identify and provide in writing to WEB-TPA all Program Participant terminations on a timely basis. WEB-TPA is not obligated to reimburse its fees for administrative services on terminations reported more than 90 days after the actual termination date.

3.4 Taxes and Other Fees.

During the Term, County shall pay any and all taxes, licenses, and fees levied; if any, by any local, state, or federal authority in connection with the CIHCP and the administration of the CIHCP.

4.0 Termination of Agreement

4.1 Entire Agreement.

This Agreement, together with all addenda, exhibits, and appendices supersedes any and all prior representations, conditions, warranties, understandings, proposals, or other agreements between the County and WEB-TPA hereto, oral or written, in relation to the services and systems of WEB-TPA, which are rendered or are to be rendered in connection with its assistance to the County in the administration of the services described hereunder.

4.2 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, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.3 Dispute Resolution.

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim

shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

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..

4.4 Assignment.

County and WEB-TPA agree that WEB-TPA may not assign or otherwise transfer to third parties, its rights, interests, and/or obligations under this Agreement, or any portion thereof without the express written consent of County. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.5 Third Party Services

- a) The work to be performed by WEB-TPA under this Agreement may be performed directly by it or wholly or in part through a subsidiary or affiliate of WEB-TPA.
- b) In situations in which third party services are selected by County and contracted through and managed by WEB-TPA (i.e. Network Access, Utilization Review), WEB-TPA will notify County of rate and service changes. WEB-TPA reserves the right to modify its billings for any third party rate adjustments or service changes.
- c) County is responsible for the payment of any third party services selected by County and as identified in the attached Exhibits.

4.6 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

4.7 Force Majeure.

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

4.8 Compliance with Laws.

Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, WEB-TPA shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.9 Incorporation of RFP Documents, Exhibits and Attachments. The parties to this Agreement agree that the terms and conditions of the Williamson County Request for Proposal #09WCP814, as well as the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

4.10 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, 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.

4.11 County's Right to Audit.

WEB-TPA agrees that County or its duly authorized representatives shall, until the expiration of three (3) 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 WEB-TPA which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. WEB-TPA agrees that County shall have access during normal working hours to all necessary WEB-TPA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give WEB-TPA reasonable advance notice of intended audits.

4.12 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. WEB-TPA 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.

4.13 Texas Public Information Act.

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

ARTICLE V - Duration of Agreement

5.1 Term

- a) This Agreement shall be effective for a three (3) year period commencing on the Effective Date (the "Term"). This Agreement shall automatically renew each year for a one-year period unless modified or terminated as described below.
- b) After the initial Term, WEB-TPA may modify its services and fees associated with this Agreement by providing sixty (60) day written notice.

5.2 Termination

- a) This Agreement may be terminated by either the County or WEB-TPA at any time, either, upon giving 120 days written notice to the other party unless both parties agree to waive such advance notice, or with no notice, as stated below. In the event where prior written notice requirements are not met, WEB-TPA shall be entitled to an additional amount equal to one month's administrative fee, and any fees already billed and due by the County. If written notice is received within the notice period for the initial Term, the County is responsible for all payments due WEB-TPA during the entire initial Term of this Agreement. Should the County elect to terminate the Agreement inside the required written notice period, the County is responsible for payment of a termination penalty equal to two times the current administrative rate times the number of months inside the notice period. (For example: An County that provides a 90 written notice versus the 120 required notice, would be responsible for an amount equal to two months of the current administrative fees, One month of fees and one month of penalty). Regardless of Termination, WEB-TPA's involvement in the payment of Run Out Claims at the request of County, is separate from the

Termination provision of this Agreement and is not counted in any calculation of the required notice period.

- b) Either the County or WEB-TPA may terminate this Agreement if the other party to the Agreement is in default in performing any of the material responsibilities outlined in this Agreement and does not cure those defaults within ten (10) business days of receiving written notice outlining such alleged default.
- c) Upon the effective date of termination, WEB-TPA shall have no further duties or responsibilities under this Agreement. If desired by County, WEB-TPA will negotiate a short-term extension of this Agreement in order to facilitate the payment of claims remaining unpaid at the time of termination under the CIHCP.

ARTICLE VI Business Associate Agreement

WEB-TPA and County acknowledge that WEB-TPA is a Business Associate of County and that County is a Covered Entity; and

WHEREAS, WEB-TPA and County desire to ensure that, with respect to the duties and obligations of the parties under the Administrative Services Agreement, the standards of privacy and security for each Individual utilizing the County Indigent Health Care Program (CIHCP) through County are adhered to pursuant to the Health Insurance Portability and Accountability Act of 1996 (referred to herein as "HIPAA"); and all applicable state laws that preempt HIPAA.

WHEREAS, by executing this Agreement, the parties agree to abide by the terms and conditions of the Agreement, as amended.

In consideration of the promises and the mutual covenants and undertakings set forth in the Addendum, the parties have executed this Addendum through their duly authorized representatives as of the date noted above.

6.1 Definitions

- a) Generally: All capitalized terms contained in the Addendum shall have the meaning ascribed to them in the Agreement unless otherwise defined herein. In the event of any conflict between a definition as contained in the Agreement and a definition contained in 45 CFR 160.103 and 45 CFR 164.501, the definition contained in 45 CFR, 160.103 and 45 CFR 164.501 shall govern.
- b) Business Associate: "Business Associate" shall have the same meaning as the term "Business Associate" in 45 CFR 160.103.
- c) Covered Entity: "Covered Entity" shall have the same meaning as the term "Covered Entity" in 45 CFR 160.103.
- d) Individual: "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in

- accordance with 45 CFR 164.502(g), when such individual is a Covered Employee as defined by the Agreement.
- e) Privacy Rule: “ Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - f) Protected Health Information: “ Protected Health Information” or “PHI” shall have the same meaning as the term “protected health insurance” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity regarding an Individual who is a Covered Employee as defines by the Agreement.
 - g) Secretary: “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
 - h) Disclosure: The release, transfer, provision of access to or divulging in any other manner of information outside the entity holding the information for purposes other than treatment, payment or health care operations as those terms used in the Privacy Rule.
 - i) Business Associate Services: Pursuant to the Administrative Services Agreement, WEB-TPA provides “Services” for County that may involve the use and disclosure of Protected Health Information.

6.2 Obligations and Activities of WEB-TPA

- a) WEB-TPA shall not use or further disclose PHI other than as permitted or required by this Addendum or as required or permitted by law.
- b) WEB-TPA shall use appropriate safeguards to prevent use or Disclosure of the PHI other than as provided for by the Addendum.
- c) WEB-TPA shall mitigate, to the extent practicable, any harmful effect that is known to WEB-TPA of a use or Disclosure of PHI by WEB-TPA in violation of the requirements of this Addendum.
- d) WEB-TPA shall report to County any use or Disclosure of the PHI not provided for by this Addendum.
- e) WEB-TPA shall require that any agent, including a subcontractor, to whom it provides PHI created or received by WEB-TPA on behalf of County agrees to the same restrictions and conditions that apply through this Addendum to WEB-TPA with respect to such information.
- f) WEB-TPA, at the written request of County, shall provide County access to PHI in a Designated Record Set during WEB-TPA’s normal business hours or mail the copy of the PHI in a Designated Record Set to County in order to meet the requirements under 45 CFR 164.524.
- g) WEB-TPA, at the written request of County, shall provide an Individual access to his or her PHI in a Designated Record Set during WEB-TPA’s normal business hours or mail the copy of the PHI in a Designated Record Set to the Individual in order to meet the requirements under 45 CFR 164.524.
- h) WEB-TPA, at the written request of County or an Individual, shall make any amendment(s) to PHI in a Designated Record Set pursuant to 45 CFR 164.526 within a reasonable time following WEB-TPA’s receipt of the written request.
- i) WEB-TPA, at written request of County, shall make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received

by WEB-TPA on behalf of, County available to County, or at the request of County to the Secretary, during WEB-TPA's normal business hours (or may provide County or the Secretary with copies) for purposes of the Secretary determining County's compliance with the Privacy Rule.

- j) WEB-TPA shall document such Disclosures of PHI and information related to such Disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. WEB-TPA, at the written request of County, shall provide to County or an Individual information collected in accordance with this Section of the Addendum, to permit County to respond to a request by an Individual for accounting of disclosures of PHI in accordance with 45 CFR 164.528.

6.3 Permitted Uses by WEB-TPA

WEB-TPA shall use PHI only to the extent necessary to perform the Services, and in a manner that such use would not violate the Privacy Rule if done by County: provided, however, that:

- a) WEB-TPA may use PHI for the proper management and administration of the Services under the Administrative Services Agreement or to carry out the legal responsibilities of WEB-TPA; and
- b) WEB-TPA may disclose PHI for the proper management and administration of the Services under the Administrative Services Agreement, provided that Disclosures are required by law, or WEB-TPA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies WEB-TPA of any instances of which it is aware in which the confidentiality of the information has been breached; and
- c) WEB-TPA may use PHI to provide Data Aggregation services to County as permitted by 42 CFR 164.504 (e)(2)(I)(B).

6.4 Obligations of County

- a) County shall allow WEB-TPA access to PHI of Individuals utilizing the County Indigent Health Care Program (CIHCP) through County.
- b) County shall provide WEB-TPA with the notice of privacy practices that County produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- c) County shall provide WEB-TPA with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect WEB-TPA's permitted or required uses and disclosures.
- d) County shall notify WEB-TPA of any restriction to the use or Disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522.
- e) County shall not request WEB-TPA to use or Disclose PHI in any manner that would not be permissible under the Privacy rule if done by County, provided, however, that County may request that WEB-TPA use or Disclose PHI for Data Aggregation or management and the administrative activities of WEB-TPA.

6.5 Return of Protected Health Information

At termination of the Agreement, if feasible, WEB-TPA shall return or destroy all PHI created or received by WEB-TPA on behalf of County, including PHI in the possession of subcontractors or agents of WEB-TPA. WEB-TPA shall not retain any copies of such information. In the event that WEB-TPA determines that returning or destroying the PHI is not feasible, WEB-TPA shall extend the protections of the Addendum to such PHI and limit further uses and Disclosures of such PHI to those purposes that make the return or destruction of the information infeasible.

EXHIBIT A

RESPONSIBILITY MATRIX

| <i>Responsibility</i> | County | WEB-TPA |
|--|---------------|----------------|
| ♦ “Production and Design of Summary Program Description” | | X |
| ♦ Generation of Electronic and/or Print Copy of Summary Program Description | | X |
| ♦ Cost of Printing Summary Program Descriptions (SPD) | | |
| ➤ Initial SPD production for open enrollment | | X |
| ➤ Subsequent SPD printing – new hires and status change only | | X |
| ➤ Future Reprints | X | |
| ♦ Cost of Group I.D. Cards | | |
| ➤ Initial ID Cards | | X |
| ➤ Subsequent ID Cards – new hires and status change only | | X |
| ➤ Future Reprints | X | |
| ♦ Cost of Printing PPO Directories | | |
| ➤ Initial Directories | X | |
| ➤ Subsequent Directories | X | |
| ♦ Cost of Printing EOB, EOP and Claim Checks | | X |
| ♦ Hospital Audit Fees | X | |
| ♦ Third Party Subrogation Fees | X | |
| ♦ Standard Enrollment Forms | | X |
| ♦ Obtain Prior Claim Administrator Program History | X | |
| ♦ Signature of Claim Checks | X | |
| ♦ Bank Account Reconciliation | X | |
| ♦ Utilization Review and Case Management Fees | X | |
| ♦ Fees for Medical Information, Bank Fees, Attorney Fees and other Legal Expenses | X | |
| ♦ Preparation of Schedule C – Form 5500 | X | X |
| ♦ Preparation of Form 1099s | | X |

**EXHIBIT B
SERVICES AND FEES**

| | |
|--|---------------------------|
| ADMINISTRATION FEE | |
| Medical per Program Participant per Month | \$9.50 PPPM |
| Credentialing / Direct Contracting | \$75 per provider |
| HOSPITAL PRE-NOTIFICATION FEE | |
| Vendor – WEB-TPA | |
| Per Program Participant per Month | |
| Inpatient Precertification | \$2.25 PPPM |
| Case Management Fee | \$ 125 per hour |
| PRESCRIPTION DRUG PROGRAM | |
| Vendor – IdealScripts | Reference direct contract |
| SUBGROGATION | |
| Vendor | NexClaim |
| Fee | 30% of recoveries |
| HOSPITAL AUDIT/NON-NETWORK NEGOTIATIONS | |
| Vendor | CorVel |
| Fee | 35% of savings |

Medical Claim Administration to include:

- A. Clinical Editing Tool
- B. R&C Data Integration
- C. WEB-TPA's Standard Cost Management Reporting Package including ad-hoc reporting requests
- D. All printing and postage costs for EOBs/EOPs.
- E. Complete implementation and ongoing access to the following web portals: Member and Employer.
- F. Toll-Free customized 1-800 Customer Service Phone Line.

2 – Provider Credentialing – Rate may be adjusted as outsourced credentialing vendor adjusts rate

3 - Member Communication Materials to include:

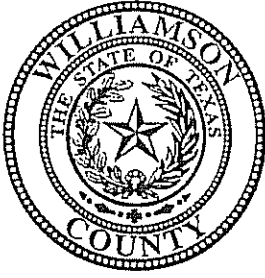
- A. All printing of ID cards produced for initial conversion Open Enrollment and new Program Participants are included in the PPPM fee. Future reprints of ID cards due to open enrollment plan changes or vendor changes will be billed to the client at cost.
- B. WEB-TPA has supported a number of other communication materials to members to include welcome packets, physician communication letters, frequently asked questions documents, etc. These types of customized documents will be charged to the client at cost + 10%.

Assumptions:

- + PPPM = Per Participant Per Month
- + WEB-TPA has provided a 3-year rate guarantee. This guarantee assumes that only new Program Participants receive plan documents and that additional ID cards are produced only for new members or existing members requiring a change.
- + Rates include comprehensive system access including the ability for outsourced administration of certain components by the client (i.e. Eligibility).

Administrative integration charges paid by third-party vendors to WEB-TPA are inclusive in quoted pricing and not in addition to our proposal. These

fees include but are not inclusive or exclusive of the following: PBM, Reinsurance, Network, Out of Network Claim Negotiation, Subrogation, etc.



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR PROPOSAL

THIRD PARTY ADMINISTRATOR FOR THE WILLIAMSON COUNTY INDIGENT HEALTH CARE PROGRAM

PROPOSAL NUMBER: 09WCP814

PROPOSALS MUST BE RECEIVED ON OR BEFORE: APRIL 22, 2009– 2:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: APRIL 22, 2009– 2:30 PM

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department **on or before 2:30 PM on Wednesday, April 22, 2009.** Proposals will be publicly acknowledged at 2:30 pm or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Jonathan Harris, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.*

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: All proposals must be bound in some fashion. All proposals must be submitted as follows: one (1) original proposal set and five (5) copies. The proposal sets shall be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies must have the same attachments as the original.

SEALED: All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used,** the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline. All information required by the proposal form must be furnished or the proposal may be deemed non-responsive. Where there is an error in the extension of price, the unit price will govern.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

NINETY DAYS: Awards should be made approximately ninety (90) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The County reserves the right to make partial awards. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

CONTRACT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Bride Roberts, Community Health Education & Social Services Assistant Director, Williamson County & Cities Health District, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful proposer.

CONTRACT PERIOD(S): The Initial Contract Period is Date of Award through August 31, 2010.
Possible extension includes:

- September 1, 2010 through August 31, 2011
- September 1, 2011 through August 31, 2012

CONTRACT EXTENSIONS: At the end of the first plan year, the Commissioners Court and the Williamson County Benefits Committee reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total administrative costs to the County will be

allowed to escalate a maximum of 5% for each renewal year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the third party administrator may elect to terminate this agreement, with no additional liability to the County. The County and the third party administrator agree that termination will be the third party administrator's sole remedy under this circumstance.

BID CONTACTS

PURCHASING CONTACT:

Jonathan Harris, Assistant Purchasing Agent
Williamson County Purchasing Department
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1692
joharris@wilco.org

TECHNICAL CONTACT:

Bride Roberts, LBSW, CIRS
Williamson County & Cities Health District
211 Commerce Blvd. – Suite 114
Round Rock, TX 78664
Telephone: (512) 248-3252 or 248-3258
E-mail: broberts@wcchd.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2009. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity (i.e., number of participants) of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners

Court for the October 1, 2008 thru September 30, 2009 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKitrick, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:
http://wcpportals.wilco.org/Interest_Conflict/index.html

The Williamson County Conflict of Interest Statement is located on page 20. This form must be completed, signed, and submitted with your Proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked

sections being deemed non-proprietary and available upon public request.

becomes necessary that the proposer provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it

PROPOSAL SPECIFICATIONS

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Section 1

Scope of Proposal

Williamson County and Cities Health District (WCCHD) administers the County Indigent Health Care Program (CIHCP), mandated by Chapter 61 of the Texas Health and Safety Code, on behalf of Williamson County. Funding to administer the program is provided to WCCHD by Williamson County. Claims for medical and prescription services are processed and payments are issued by a contracted Third Party Administrator. Oversight is provided by WCCHD staff and the Williamson County Auditor's office. WCCHD staff perform all member eligibility and related data entry.

Williamson County intends with this project to continue to contract with a Third Party Administrator, to maintain and expand the network of providers, provide case management services, contract and manage Pharmacy Benefit Management services, perform data collection and reporting, and manage claims for indigent health care that the County provides. The required implementation date of the Third Provider Administrator (TPA) services will be **September 1, 2009**.

The Scope of the project is defined by tasks to be performed by the Third Party Administrator (TPA), i.e., the proposer. These tasks are, for convenience, broken up by function. All tasks are to be considered covered by pricing in Section 2.

Claims Management

- Receive paper claims and claims transmitted electronically
- Process claims according to specified payment standards
- Submit preview or pre-release of claims for payment for review and approval
- Disbursements to providers

Member and Provider Services

- Provide dedicated member/provider service line for WilCo line of business
- Bilingual—English/Spanish capability
- Provisions for 24/7 access to eligibility verification
- Issue member eligibility cards

Utilization Management and Case Management

Process includes:

- Processing of authorizations for specified procedures
- Health plan coverage issues
- Coordination of transitional care
- Processing of denials/appeals
- Coordination of inpatient care and discharge planning
- Provider and facilities liaison for patient admissions, discharges and follow up care
- Management of catastrophic procedures
- Medical utilization reports
- Reports of specified diagnoses (i.e. asthma, diabetes)

Pharmacy Benefit Management Services

- Contracting
- Management
- Disbursements to PBM

Formulary Management

- Drug list with cost per dose, preferred administration and alternatives
- Rx limitations: 3 Rx's/month, 30-day supply of each. Generics are required, if available.
- Step downs to oral administration when possible
- Non-formulary use authorization standards

Contracting

- Continue to build on County-owned network
- Establish contracts with additional provider(s), to include specialty providers
- County will own the provider network
- County targets geographic area
- County sets prices
- County approves all contracts with providers
- County approves all contract terms
- Contract includes Provider attestation of credentials

Management Information

- HIPAA Compliance
- County owns data
- Strict privacy of patient data including, but not limited to HIV status
- Data uploaded to the County periodically as requested
- Data format negotiated
- Training for Williamson County staff
- Reports acceptable to Williamson County
- Number and content of all reports to be at County's discretion
- Ensure data integrity and recoverability
- Provide disaster recovery procedures
- Insure online security
- Have an anti-piracy policy

Audits and Reports

- Williamson County will conduct an on-site audit of your services utilizing either its own internal audit staff or an outside audit firm of its choosing (or joint approval).
- Reports that are involved with claims auditing are to be provided to the Williamson County auditing staff for the purpose of periodic audit reviews.

Confidentiality

All written correspondence, reports and records shall refer to patients by their CIHCP eligibility number only and always conceal the name of the patient.

Program requirements include:

1. Management of Two Annual Expenditure Caps

- a. \$30,000 per year per member—applies to total claims, all categories.
- b. For members who have met \$30,000 cap and continue eligible, up to \$5,000 in additional services allowed, for primary care services, laboratory testing, and prescription medications. Major diagnostic services are excluded.

2. Member Accumulation Monitoring

In order to monitor progress toward annual expenditure caps, the individual pharmacy transactions must be accumulated bi-weekly with the medical claims to determine member accumulators.

3. Form 113 Process

For members in application or appeal process for SSI: Provider assignments (Form 113), signed by member, must be signed by each provider prior to payment of facility claims. TPA is responsible for mailing out provider assignments pre-signed by member, supplied by eligibility team, and must pend claims until received.

4. Multiple Eligibility Categories, or “Tracks”

Eligibility information for members will include multiple eligibility tracks to allow management of members with different status regarding other public payment resources. Tracks include:

| | |
|-------------------------------|--|
| CIHCP Full | Full program benefits (If member has concurrent SSI pending track, Form 113 required for facility claims) |
| CIHCP Rx-Only | Full program benefits, Form 113 required for facility claims |
| CIHCP Prenatal, CIHCP TP30 | Full program benefits, <u>excluding</u> prenatal coverage |
| CIHCP TP30 A&D | If hospital claims payout would exceed \$20,000, member must apply first for Medicaid TP30, claims pended. |
| CIHCP Plus | Member under second payment cap, \$5,000 per FY, limited services |
| CIHCP Plus 113 | Member under second payment cap, \$5,000 per FY, limited services, (Form 113 handled by eligibility staff, not TPA) |

Eligibility information for members who are in process for SSI will carry a concurrent eligibility category to show pending status for SSI.

5. Facility Claims for Certain Local Hospitals Participating in Medicaid Upper Payment Limit Program (UPL) are accounted for separately from all other claims. No payments are made by the TPA, but accounting of claims is submitted as for other providers.

6. Rules and the Provisions of Pharmacy Services

- Limit of 3 per calendar month, no more than 30-day supply of each. Generic required if available.
For details and exclusions, see Section 4, Benefits Summary

7. Pre-Release/Claim Approval Process

Per agreement with Williamson County, claims must be reviewed and approved by WCCHD staff prior to payment. Typically a biweekly pre-release claims summary is sent to WCCHD staff. Claims are approved, denied or pended, and returned to TPA for processing.

8. Data Import/Export Capabilities Required:

- A secure FTP service to send and receive data.
- Automated process to receive and digest eligibility information in a flat-file format daily.
- Automated process to send payment information in a flat-file format semi-monthly.

9. Data Import/Exports Required:

- Import of eligibility data described in number 4.
- Monthly report of claims/services for individual members routed to Indigent Care Collaboration (ICC) to be entered into regional database, part of a broad patient management collaboration.

- Bi-monthly file of all member claims data, including pharmacy claims, to be exported to Network Sciences for automated import of data into local WilCo Care database, to facilitate pursuit of reimbursement for services to members approved for SSI and to run in-house reports.

If in Williamson County's sole discretion it is determined the awarded vendor is not making or not attempting to make satisfactory progress towards completion of the awarded contract, then Williamson County may issue a STOP WORK order. This order mandates the cessation of all work and any further payments. County and Client information and records must be treated with the utmost confidentiality. REINSTATEMENT is at the sole discretion of Williamson County. If Williamson County determines that the contract will not be completed to the County's satisfaction, then termination of the project may be ordered and will be final. No claims for payment will be honored after this date. If the contract is terminated all County and Client information and records are to be returned to the County immediately.

Section 2

Pricing Schedule

REQUIRED PROGRAM COMPONENTS

1. Claim Administration to include medical and prescriptions \$_____ pmpm (estimate 700 active)
2. Medical / Surgical Utilization Review, Case Management, Pre-certification Services
\$_____ pmpm
3. Provider Development \$_____
4. Prescription Management Fee \$_____ pmpm

No payment for setup and implementation is identified or contemplated. If such costs are expected, they must be clearly identified. No hourly or estimated costs will be accepted.

Pricing must be stated as valid for one full year. Renewal terms are to be stated and if included must include the provision for Williamson County to terminate if the budget for that year does not include funding for that line item.

Williamson County is exempt from payment of Federal Excise and Transportation tax as well as Texas Limited Sales, Excise and use tax. Bidder should not include any of these taxes in proposed pricing.

All alternate pricing methods must be clear and concise and identify all direct and indirect costs. No bonus or commission plans will be acceptable.

SECTION 3

QUESTIONNAIRE

Please answer all questions individually as noted. Do not address these items in a narrative or paragraph form or with your standard marketing information.

General Information and Services

- 1) Provide a *brief* corporate history with regard to the following:
 - In the last five (5) years, has your business entity been involved in a merger?
 - In the last five (5) years, has your business entity had a change of ownership?
 - In the last five (5) years, has your business entity had a change of name?
- 2) Describe any organizational structure/operational changes that may occur within the next eighteen (18) months.
- 3) Do you currently provide services to any county, public hospital or hospital district operating a County Indigent Health Care Program under Chapter 61 of the Texas Health and Safety Code? If so, please list.
- 4) Provide references for three (3) employers of similar situated public entity employers in terms of geographic dispersion of employees and number of employees. Include the name, contact person, title, address and phone number, group size, and contract period.

Implementation

- 1) Please provide a work plan for the implementation of the services proposed which specifies the key activities and critical information required from Williamson County to complete the conversion, assigns accountability, indicates the anticipated time frame for completion and outlines the success factors necessary for an effective, timely implementation.
- 2) What claim records, eligibility and other information would you need to implement Williamson County's Indigent Health Care Program (specify format required)?
- 3) If applicable, describe how your system will accommodate partially or totally fulfilled benefit maximums from our current system?
- 4) Please include in your description the degree of flexibility Williamson County will have with regard to changes in the Explanation of Benefits (EOB) and system generated letters.
- 5) Can your company accommodate uploads from our system to yours regarding eligibility? Given that there may be concurrent eligibility categories for a single member, can your company accommodate automated uploads regarding eligibility? If so, at what cost? It is anticipated that uploads from our database to yours will be in the form of an excel spreadsheet, exported daily, Monday through Friday.

Banking Information

- 1) Describe in detail the banking arrangements required for TPA services. Williamson County prefers to use their current bank. If you require that Williamson County use a specific financial institution, specify the name, location, and financial rating of that institution.

- 2) Describe in detail how drafting from the claims account is accomplished. Would your drafting or crediting to the account be accomplished electronically? What information is provided to Williamson County before a draft occurs?
- 3) Is there a minimum claims account balance requirement? If so, please describe how this minimum amount is determined.
- 4) As an alternative to the above bank drafting arrangements:
 - Would you be able to provide a “check register” of checks cut and allow us to “audit” these claims prior to funding and release of the claims payments?
 - How often could you provide this check register?
 - In what form would we receive it?
 - Could we receive it electronically?

Reports

- 1) Please furnish samples of all standard reports that will be included in your quoted rates. How often do you issue each one?
- 2) Please provide samples, explanations and costs of all reports for which you have standard formats, but are not included in your quoted rates.
- 3) Will you agree to the electronic download of claims information to an outside party for the purpose of an end-of-the-year claims analysis?

Provider Network Management

Can your organization maintain the existing provider network, and recruit and retain additional providers for the County Indigent Health Care Program using the fee scheduled specified by the State of Texas? To view the current fee schedule, go to www.dshs.state.tx.us/cihcp (go to “Info for County Staff”, then “CIHCP Program Handbook”)

Technology

- 1) Please overview the technology you will utilize to administer the County Indigent Health Care Program.
- 2) Describe data processing timeframes. Following import of member data to your system, within what period of time will the member eligibility information be available in your database? In the PBM database?
- 3) Can your system accommodate input of multiple eligibility categories? More than one concurrent eligibility category for a single member?
- 4) Would you provide the County and providers access to your Internet site? What is available and accessible on each? Is this an outsourced product and/or customized product?
- 5) Would you provide the County read only access to WilCo claims management data on your operating system?
- 6) What steps have you taken to become HIPAA compliant?
- 7) Provide any additional information regarding service capabilities supporting your company as the firm best able to meet the needs of Williamson County which have not been previously detailed.

Claims Administration

- 1) Does turnaround time commence when claims are received in the mail department or does it commence on the date received by the claim processor? Are any claims excluded from turnaround time? If yes, which claims? What is your definition of a paid claim?
- 2) How are claims payable by another source (Medicaid program, Workman's Compensation) identified? How will provider be notified?
- 3) How long is claims information retained on-line? How is the information stored after removal from the system? When is claims data permanently purged from your records?
- 4) Please provide the following information about the specific location from which claims processing will be performed: address, telephone and fax numbers, name and title of the individual responsible for the daily operations of this location, the number of clients served from this location, the number of covered persons per client served from this location, and the number of claims processors located in this location.
- 5) Indicate the hours of operation (please be time zone specific) for the office that will service this account.

Claims Office Performance--Quality and Accuracy

- 1) Provide a description of the auditing program currently in place in the claims location identified above. Include information on the following:
 - auditing procedures (both internal and external)
 - definition of auditing categories
 - frequency/percentage of production audited
 - description of staff performing the audits
 - communication of audit results (to processors and to client)
- 2) Are you willing to risk a portion of the administrative fee if set claims and customer service performance standards are not met? If yes, specify the at risk amounts.
- 3) Are you willing to guarantee claims turnaround time via a specific performance standard? If yes, specify the at-risk amount.
- 4) Indicate the average number of days in which 90% of your medical claims are paid. Indicate the average number of days for 95%.

Audits

- 1) Does an outside firm perform a routine audit of your services? If so, how often and by whom is the audit conducted? Are these audit results shared with your clients? Please provide audit results, if available.

Claims Processing System

- 1) Describe your disaster recovery program with respect to computer files, claim system and loss of facility.
- 2) What connectivity can be established between Williamson County and your system?
- 3) Describe your procedures for the handling of claim disputes and/or appeals.
- 4) Describe your procedures for handling pended claims.
- 5) Provide a copy of your EOB and include a listing of all message codes and their associated message description. Do you have the ability to include multiple message codes on each EOB to accurately communicate the resulting charge to the providers? Can your system only release EOB to providers?

Customer (Member) Services

- 1) Describe how customer service functions are structured.

- Will plan participants have access to a toll-free phone customer service line?
 - Will the phone number be the same for claims questions and network questions?
 - What are the hours of operation?
 - Is there an e-mail address for customer service?
- 2) Are customer service calls (or e-mail inquiries) logged? If yes, is your log manual or automated? What type of information is tracked? Are group specific reports available?
 - 3) Please provide the following information about the specific location from which customer service will be provided: address, telephone and fax numbers.
 - 4) Indicate the hours of operation (please be time zone specific) for the office that will service this account.
 - 5) Describe your provisions for "after-hours" customer service.

Prescription Drugs

- 1) Describe the prescription drug management company that your organization is proposing. Is the management company a subsidiary or sister company of a drug manufacturer?
- 2) Are there any locations within Williamson County that the discounted Rx program will **not** be available?
- 3) Do you track Rx in terms of generic and brand drugs used, average cost, and whether a generic was available for a brand name drug?
- 4) Do you use a formulary listing? If yes, provide a copy.
- 5) Does your drug utilization review (DUR) program regularly track:
 - Potential adverse drug interaction ()Yes ()No
 - Redundant drug therapy ()Yes ()No
 - Multiple fill of prescription (same prescribing provider) ()Yes ()No
 - Multiple fill of prescription (different prescribing providers) ()Yes ()No
 - Medication dosage ()Yes ()No
 - Contraindications given medical history, other health events ()Yes ()No
- 6) For your DUR program, describe the types of intervention and authority of intervening parties, for interventions due to:
 - Over-utilization
 - Under-utilization
 - Inappropriate drug combinations
 - Other
- 7) What type of communication is provided when a request to receive prescription coverage outside of plan specifications is made? Please provide a sample communication, if available.

Connectivity with Williamson County Team

To facilitate resolution issues regarding claims processing, eligibility, provider management or other questions, an easy flow of communication must be established between eligibility and financial oversight team and staff of the TPA. Connectivity should include ability to view member and claims payment data online, ready communication via email and phone, and monthly conference calls or face to face meetings on at least a monthly basis.

Section 4

Evaluation Criteria

Williamson County will select the successful Vendor through a formal evaluation process. Williamson County will consider capabilities or advantages that are clearly described in the proposal, confirmed by oral presentations or demonstrations if required, and verified by information from reference sources contacted by Williamson County. Williamson County reserves the right to contact individuals, entities, or organizations that have had recent dealings with the Vendor or staff proposed for this effort, whether or not the Vendor identifies them.

Williamson County will determine best value by considering the factors set forth in Section 1 and make an award that it determines to be best value and in the County's best interest. Proposals that merely recite that the Vendor will comply with RFP requirements will be ejected as non-responsive.

Mandatory Pre-Proposal Meeting

Attendance at the Pre-Proposal Meeting is **required** for vendor representatives, including salespersons, accounts managers and information technology managers. The meeting will include detailed information about program requirements, and an opportunity for in-depth questions and answers. The meeting will be held at the following time and date: **April 8, 2009 at 2:30PM CST**, at the following location:

Williamson County Inner Loop Annex

Human Resources, Conference Room, Suite 108
301 SE Inner Loop
Georgetown, Texas 78626.

Incomplete Proposals

Williamson County may reject a proposal that does not include a complete, comprehensive, and total response as requested by this RFP without further consideration. In addition, Williamson County will not consider proposals that do not contain all required forms.

Initial Screening

Williamson County will perform an initial screening of all proposals received. Proposals that do not include all required forms and all required sections are subject to rejection. A minor informality may include, but is not limited to, the omission of a page from a required form or a clerical error in the production of copies of the proposal.

Interviews

Williamson County may, but is not required to, conduct interviews with and request oral presentations from selected vendors for the purpose of obtaining clarification of ambiguities in a proposal.

Evaluation of Proposal

In evaluating the proposal, Williamson County will review the requirements as described in Section 1.

Some factors in the evaluation will include, but not be limited to:

- Ability to begin work within 30 days of acceptance.
- Ability to 'go live' September 1, 2009
- Price
- Location of vendor offices
- Range of Services available
- Experience & Qualifications of staff

Evaluation of Pricing Schedule

In evaluating the pricing schedule in Section 2 of the proposal, Williamson County will review the elements described in Section 1 of the RFP.

Section 5

History

Williamson County

WilCo Care Card Medical Assistance Program

- Purpose:** Medical coverage for people who are not in the Medicaid population, who have little or no income. (Income less than 25% of the Federal Poverty Level)
- Funded by:** General Tax Levy Revenue for Williamson County, as mandated by state law.
- Services:**
- Medically necessary office visits and annual physical exams
 - Laboratory and X-ray services
 - Specialist care upon referral of primary physician
 - Hospitalization (to maximum of 30 days or \$30,000 per year)
 - Outpatient hospital care/emergency room
 - Prescription eyewear, once per 2 years
 - Mental health services, including counseling
- Pharmacy:**
- Three prescriptions per month (generic required if available)
- Exclusions:**
- Family planning services (offered at local community clinics)
 - Dental services
 - Podiatry services
 - Chiropractic services
 - Durable medical supplies
 - Other - Please call for information or authorizations
- Eligibility:**
- Eligible persons are given a WilCo Care Card
 - Providers verify eligibility and authorize services, if necessary, online, by phone or by fax at each visit.
- Procedures:**
- Clients are assigned to a designated primary care physician or group practice at the time of certification.
 - Visits to a physician other than the designated provider will not be paid for by WilCo Care unless there are prior arrangements.
- Billing:**
- Claims will be submitted electronically or on paper, on a Health Insurance Claim Form. Bills must be submitted within 95 days from the date of service, or 95 days after the date of approval for retroactive bills.
- Payment:**
- Claims are paid twice monthly, at 100% of current Medicaid rates.
- Provider line:** 512-866-272-2509

Williamson County CIHCP Program Claims History

| | monthly number of medical claims processed (excluding pharmacy) | <i>number of clients served</i> | monthly number of pharmacy (only) claims processed | <i>number of clients served</i> | monthly number of medical claims excluding pharmacy |
|---------------|--|-------------------------------------|---|-------------------------------------|--|
| Oct-07 | 510 | 492 | 307 | 534 | 1,118 |
| Nov-07 | 1,107 | 480 | 379 | 525 | 1,058 |
| Dec-07 | 985 | 476 | 267 | 517 | 844 |
| Jan-08 | 1,423 | 487 | 734 | 525 | 1,008 |
| Feb-08 | 538 | 535 | 190 | 576 | 1,314 |
| Mar-08 | 1,476 | 501 | 681 | 544 | 1,056 |
| Apr-08 | 977 | 520 | 413 | 560 | 1,287 |
| May-08 | 1,227 | 561 | 486 | 599 | 1,397 |
| Jun-08 | 598 | 594 | 457 | 633 | 1,333 |
| Jul-08 | 856 | 553 | 470 | 585 | 1,665 |
| Aug-08 | 2,737 | 646 | 558 | 679 | 1,477 |
| Sep-08 | 686 | 638 | 493 | 667 | 1,463 |
| Oct-08 | 2,592 | 643 | 571 | 677 | 1,708 |
| Nov-08 | 654 | 641 | 491 | 678 | 1,354 |
| Dec-08 | 1,972 | 639 | 502 | 680 | 1,763 |
| Total | 18,338 | 8,406 | 6,999 | 8,979 | 19,845 |
| Av/mo | 1,223 | 560 | 467 | 599 | 1,323 |

"Claims Processed" figure is equivalent to the paid claim figure in each respective category.

"Monthly Number of Medical Claims" is equal to the number of claims received.

**Williamson County Indigent Health Care Program
WilCo Care**

Covered benefits

No copays or deductibles, limit of \$30,000 per fiscal year or 30-days hospitalization, whichever comes first.

No restrictions regarding pre-existing conditions

Generally, coverage for medically necessary treatment

Note: under TDSHS-established Optional Health Care Services, Williamson County CIHCP pays for Advance Practice Nurse Services, Ambulatory Surgi Center, Physician Assistant and FQHC services.

Outpatient Services

Physician's office visit
Lab & X-ray
Diagnostic radiology, including angiograms, CT scans, MRIs, myelography, PET scans, stress tests
Day Surgery
Allergy Serum if justified as medically necessary
Eye exams performed by ophthalmologist
Well Child Care
Annual physical (excluding employment, insurance)
Outpatient injectable drugs (oral preferred)
Pain management--Limited to 12 monthly visits and no more than 3 sets of pain injections per fiscal year
Immunizations

Inpatient Services

Pre-admission tests
Hospital Room semi-private
Lab & X-ray
Intensive Care Unit
Surgery
Other Hospital Services
Skilled Nursing Facility

Diagnostic & Therapeutic Services

Speech and Hearing (based upon medical necessity)
Physical Therapy (based upon medical necessity, submission of treatment plan)
Occupational Therapy (based upon medical necessity, submission of treatment plan)

Durable Medical Equipment/Prostheses

Ostomy supplies (colostomy, ileostomy, etc)
Effective 10/1/07: Home oxygen equipment (including masks, oxygen hose, and nebulizers)

Mental Health Services

Outpatient visits - up to 15 visits/calendar year, 15 more may be approved with submission of evaluation and treatment plan
Inpatient care in acute care hospital, limited under 30-days hospitalization or \$30,000
Services payable with MD, Ph.D Clinical Psychologist, Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC), or Licensed Marriage & Family Therapist (LMFT)

Emergency Care Services

In and out of area
Urgent care--in and out of area

Prescriptions

Limit of 3 per calendar month, no more than 30-day supply of each. Generic required if available. Oral preferred over injectable, if available.

Oxycontin is not routinely approved under this program, generic morphine or methadone approved instead.

Exclusions: Weight loss medications, smoking cessation aids, birth control pills (available through other programs) unless medically necessary, and Viagra and like medications. All brand name time release and long acting opioid medications except for methadone. Brand-name sleep aids/hypnotics. Lamisil. Provigil. Rule of medical necessity applies

Non-covered benefits

Sex change operations or related services
Chiropractic care
Cosmetic and reconstructive procedures and treatments, unless justified as medically necessary
Custodial or domiciliary care
Dental care
Elective abortions
Elective treatment or elective surgery
Experimental or investigational treatment
Genetic testing
Infertility treatment including any drug whose primary purpose is the treatment of infertility
Inpatient mental health or substance abuse services other than in an acute care hospital
Non-covered benefits or services
Personal comfort items
Durable medical supplies other than ostomy supplies
Physical and mental exams for employment, licenses, insurance, educational purposes or services for non-medically necessary
Reversal of voluntary surgically-induced sterility, artificial insemination or in-vitro fertilization or family planning therapies
Rehabilitation services and therapies are limited to those recommended by a participating or referral physician as medically necessary.
Storage of bodily fluids and other body parts
Take-home prescription drugs
Organ transplants, and artificial organs and associated donor/procurement costs.
Treatment received in State or Federal facilities or institutions or services or supplies provided by an employer or governmental agency or entity.
Vision corrective surgery including laser application
Weight reduction surgery
Work related injury if coverable by Workmans Compensation
Outpatient Dialysis
Diabetic supplies, equipment and self management training (provided separately through onsite services with program health educator)
Family planning services and contraceptives (provided through Title X and XX service agencies)
Maternity and post-natal care (provided through Title V, Title X and XX service agencies)
Home health services and hospice, private duty nursing.
Ambulance services

Note: regarding accidental injuries, CIHCP is secondary payor to insurance coverage such as auto insurance and homeowners insurance.



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: |
| Name of Company: |
| Date: |
| Signature of person submitting form: _____ |

Notarized:

| |
|---|
| Sworn and subscribed before me by: _____ on _____ (date) |
|---|

WILLIAMSON COUNTY PROPOSAL FORM
THIRD PARTY ADMINISTRATOR FOR THE
WILLIAMSON COUNTY INDIGENT HEALTH CARE PROGRAM
PROPOSAL NUMBER: 09WCP814

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

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

_____ Date of PROPOSAL:

Signature of Person Authorized to Sign Proposal

Printed Name and Title of
Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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

EXHIBIT D:
UTILIZATION MANAGEMENT & CASE MANAGEMENT SERVICES

DESCRIPTION OF SERVICES

1. UTILIZATION MANAGEMENT PROGRAM

WEB-TPA's Utilization Management service is a process for evaluating proposed and ongoing inpatient & select outpatient medical health services for eligible Program Participants.

Such processes shall include:

1. Hospital Pre-Admission Review

- a. WEB-TPA receives notification of proposed admission from County, Plan or Program Participant; notification is processed by a WEB-TPA Care Counselor (registered nurse).
- b. Demographic and medical information is evaluated for the purpose of determining appropriateness of the treatment plan and setting.
- c. The WEB-TPA Care Counselor reviews the proposed treatment as well as effective alternatives.
- d. If applicable under Benefit Plan Design, the WEB-TPA Care Counselor evaluates indications for second surgical opinion. Second Surgical Opinion may be waived or recommended.
- e. In instances where the initial determination indicates that the proposed admission is appropriate, such determination is communicated to the involved parties via ERISA mandated methods, and Concurrent Review is scheduled to commence following the admission date.
- f. Call for verification of the provider's network affiliation are referred to the PPO.

2. Concurrent Review

Throughout the course of a hospital confinement, the WEB-TPA Care Counselor requests additional clinical data to validate a continued stay.

3. Discharge Planning

Discharge planning provides within the WEB-TPA Care Utilization Management Program for clinical evaluation of transferring the patient to another setting. This transfer may include: transfer to another facility, transfer

to outpatient care, or transfer to home or other arrangement. Individuals directly responsible for the provision and development of the patient's treatment plan are made aware of and referred to the PPO for planning and coordination of services.

The WEB-TPA Care Counselor will, at the point of discharge, reevaluate whether the patient's situation is appropriate for Large Case Management services; this recommendation is communicated to the County (or their previously agreed upon designee).

4. Identification of Large Case Management

The WEB-TPA Utilization Management Program identifies and communicates information on those situations having potential for significant cost/service impact as a result of a more time-intensive approach. This includes chronic illness, catastrophic illness or injury and/or proposed treatment with out-of-network providers.

5. Medical Information Help Line

The WEB-TPA Care Counselor shall be available by telephone to Program Participants requiring information on health-related alternatives, comprehending medical terminology or direction to services. WEB-TPA' Care Counselor responses may be provided verbally, by mail, fax, e-mail or a combination of these items. In some situations, research may be required prior to the provision of information.

2. **LARGE CASE MANAGEMENT PROGRAM ("LCM")**

WEB-TPA's LCM services shall consist of:

- a. Assessment and management of Program Participants identified as candidates for LCM either through the Care Counselor process (UM) or through notification by the Plan, Payor or other entity as agreed upon by WEB-TPA and County.
- b. WEB-TPA Care Managers assess cost of care, quality of care and quality of life issues in the administration of their LCM duties.
- c. County retains the right to approve or deny the proposed LCM prior to the initiation of LCM services, or agrees to Automated-Approval of all cases referred. If County desires prospective approval of LCM, County is responsible for prompt response to these recommendations to avoid premature case closure and the resulting (possible) loss of opportunity to conduct the stated LCM activities on a timely basis
- d. Upon County approval to initiate LCM services, the WEB-TPA Care Manager shall assess, recommend and coordinate care, services and education.

Communications regarding these services may involve the patient, family, (edited) Payor, and other providers of health care services.

- e. In the event the WEB-TPA Case Manager identifies a benefit through the coordination of services which may be outside the usual benefit plan coverage, arrangements may be made to communicate the out-of-contract services to the County for their consideration.
- f. Recommendations for LCM shall be communicated by WEB-TPA to County on a prospective basis. County is responsible for prompt response to these recommendations to avoid premature case closure and the resulting (possible) loss of opportunity to conduct the stated LCM activities on a timely basis.

4. PHYSICIAN ADVISOR REVIEWS and APPEALS REQUESTS

In instances where the initial clinical review denies an admission or proposed treatment, or where the Plan makes an adverse benefit determination, WEB-TPA maintains procedures for expedited review by a Physician Advisor or Medical Director. WEB-TPA further maintains policies, in accordance with applicable State and Federal laws, for processing clinical review non-recommendations (decided only by a Medical Director), including communication (verbal and written) of non-recommendation to all appropriate parties. Additional policies exist for processing grievances in which an interested party may request an independent review of a previously communicated clinical review non-recommendation which resulted in an adverse benefit determination by the Plan.

All formal appeals are submitted by the parties to County. Should County elect, the appeals request will be submitted to WEB-TPA for clinical review; reviews are conducted in accordance with ERISA Federal Rules and State regulations. WEB-TPA will transmit the results of its clinical review to all appropriate parties. However, the parties recognize that WEB-TPA findings constitute a recommendation only – all benefit decisions, including adverse benefit determinations, must be made by County or Plan, with communication to the individual by the named fiduciary.

5. County – Requested Medical Director Reviews

At County's request, the WEB-TPA Medical Director will conduct a review, for the following:

- a. Predetermination for a service and/or procedure not typically requiring a preauthorization review under the terms of the benefit plan
- b. Determine medical necessity of a service and/or procedure not already reviewed for same
- c. Retrospective review for a service and/or procedure that was not pre-certified.
- d. Other specific County requests for Medical Director review

These reviews will result in a recommendation by the WEB-TPA Medical Director. All benefit determinations must be made by County or Plan. These recommendations are transmitted to County only.

6. MISCELLANEOUS

- a. The parties hereto acknowledge and agree that the responsibility for decisions regarding the delivery and content of any treatment plan always rests between the patient and his or her physician. Neither party shall be accountable or responsible for any decision regarding the delivery and/or content of any treatment plan, nor for any medical, professional or ethical decisions of any provider of health care services under the Plan.
- b. Should it become necessary for WEB-TPA to incur material additional outside costs in order to perform its duties hereunder (such as, without limitation, for records retrieval, on-site assessments, independent medical evaluations, etc.), the costs shall be invoiced to County as they are incurred. WEB-TPA shall obtain advance approval for any such expense in excess of \$300.00 for any single case.
- c. WEB-TPA may at its election from time to time outsource a service when such outsourcing is deemed to enhance the quality of the service provided following a vigorous evaluation of the outsourced provider services. WEB-TPA shall retain responsibility for all services outsourced.

Anita Martinez, WCCHD Interim Director

Cynthia Guerrero, Director of Community Health and Social Services



May 15, 2009

To: Judge Dan A. Gattis and Williamson County Commissioners
From: Bride Roberts, CIHCP Coordinator, Williamson County and Cities Health District

Following an in-depth review of the responses to Williamson County's Request for Proposal for Third Party Administrator (TPA) services for the County Indigent Health Care Program, we are prepared to recommend that Williamson County contract with WEB-TPA Employer Services, LLC, a subsidiary of AmWINS Group Benefits, to provide such services.

Members of the review committee included: Julie Kiley, Donna Baker and David Dukes from the County Auditor's office, Jonathan Harris and Patrick Strittmatter of Purchasing, and Dina Cavazos, Gracie Saucedo and Bride Roberts of Williamson County & Cities Health District.

The process of reviewing proposals was conducted in the following manner:

4/23/09 Bids were received, opened, and distributed to reviewers

4/24/09 The review committee met to evaluate bids. The top ranking bidders were identified, interviews scheduled.

5/7/09 Interviews were conducted with WEB-TPA and CARE. Mediview, also among the top three ranked bidders, was not interviewed. As Mediview is the incumbent TPA, we have worked extensively with this company for two and one half years, and judged that our knowledge of their services and expertise was sufficient for our purposes.

5/14/09 The review committee met again to review the summary information on all bid submissions. (see attached analysis, comparing qualifications and pricing)

This committee agreed to recommend to the Williamson County Commissioners that WEB-TPA Employer Services, LLP, be contracted as bid to provide TPA services for the CIHCP program. WEB-TPA agreed to address all requirements delineated in the Request for Proposal, offered pricing of administrative services significantly lower than all other bidders, and offered pharmacy pricing lower than that provided by our current carrier.

WEB-TPA is national TPA with headquarters in Irving, Texas and claims offices in San Antonio, Texas and Stuart, Florida. Developed ten years ago in Texas, the company is owned by AmWINS. The company offers the full spectrum of services required by the WilCo Care program. They will seek to secure contracts with additional medical providers in the Williamson County community.

WEB-TPA provides TPA services to many entities in Texas and nationally, including Leander Independent School District, City of Euless, Texas, and Charter Health Plan of Sarasota, Florida. Their provider network in this area is Texas True Choice, which contracts for CHIP providers at Medicaid payment rates in this region.

Two contacts with references provided by WEB-TPA have assured us of those parties satisfaction with the services provided.

On behalf of the members of the review committee, I respectfully submit this recommendation. This action item will be on the Commissioners Court agenda for Tuesday, May 26, 2009. The summary and comparison of bid responses is attached for your review.

Sincerely,

Bride Roberts, LBSW
CIHCP Coordinator
Williamson County & Cities Health District

TPA Service & Cost Analysis

| Vendor: | WEB-TPA (AmWINS) | Mediview | CARE | CGA |
|---|---|---|---|--|
| Claims Administration for Medical and Prescription | States ability to handle multiple plan options, can process claims accordingly/ | Incumbent provider--handling these services presently | Claims info stored in imaging system. | Contract w/Emdeon to process claims checks & EOB's to payees |
| Claims turnaround | 90% w/in 14 days | 98.5% w/in 30 days (our experience has shown about 50% of claims comply with this time frame) | 95% w/in 14 days | 90% w/in 10 days |
| Utilization Review for medical/surgical | UM/CM internal, experienced Rn's, physician specialist panel-- | UM/CM internal, experienced Rn's, physician specialist panel-- | UR/CM provided by Spectrum Review Services (SRS) | UR/CM provided by Cardinal Utilization Mgmt, staffed in CGA offices, online w/claims system |
| Large Case Management | UM/CM internal, experienced Rn's, physician specialist panel--LCM priced at \$125/hr additional to other admin fees. WilCo staff can access UM/CM notes online, can have direct access to call or email case managers. | Large case management internal, included in admin fees | LCM priced at \$100/hr additional to other admin fees, "when initiated and approved by client" | LCM provided by Cardinal Utilization Mgmt, no additional fees specified |
| Pre-Certification Services | Included--preadmission cert. & monitor length of stay | Included--preadmission cert. & monitor length of stay | Included--preadmission cert. & monitor length of stay | Not specified--normal TPA service |
| ID cards provided to clients | Custom ID cards provided to clients | Custom ID cards provided to clients | Custom ID cards provided to clients | Not specified--usual TPA service |
| Member/provider services | Dedicated 1-800 customer service line, 7am to 7pm CST, after hours voice mail, email. Customized self service website for members, providers, WilCo team. | Dedicated 1-800 customer service line 8-5 CST(Eng/Span), voicemail, email, online access for providers & WilCo team | 1-800 Customer service line 8:00-4:30 CST, after hours voice mail, email. | Customer service line 8am-5pm CST, Eng/Span, after hours voice mail, email. Customer service & WilCo access to customizable internet site, WebXchange. |
| Development of Provider Network | Provider network in this area: Texas True Choice--good feedback from Leander ISD on this network. See website. Agree to recruit providers, on CBC basis if needed. Will pursue TTC contracted CHIP providers 1st, who already accept Mcd rates. Agreed to pursue contract w/S&W system. | Proprietary provider network--ARC-- have built current WilCo provider network, continue adding on. Recruit CBC as needed. | Provider relations dept can expand network. States that provider relations negotiations a strength--20 years experience. Have excellent relationship w /S&W system, have agreement for S&W to serve us thru their network if chosen. Can recruit CBC if needed. | Can maintain existing provider network and recruit additional providers, \$125 per provider contract obtained. |
| Electronic Billing | Included (Current claim receipt 60% electronic) | Included | Included | Included |
| Financial Reporting | Large number of examples provided, ad hoc reports no charge, can customize reports as needed; reports avail 1st wk of mo for prior mo | Included--handling all current reporting. | Examples of reports provided. Daily claims update, subrogation report. Customized reports to be created as specified by WilCo | >125 reports available. Customized reporting avail, \$125/hr if programming required. |

TPA Service & Cost Analysis

| | | | | |
|--|--|--|--|---|
| Pharmacy Benefit Management | Relationships w/10+ PBM's, recommends IdealScripts--bimonthly invoices (IdealScripts is subsidiary of AmWINS Group) | Current contract with Express Scripts, covers all WilCo pharmacies-- bimonthly invoices | Employer Health Options (EHO) current PBM. 56 county locations. Loaded to PBM database same day added to TPA database. | Relationships w/6+ national PBM's, including ExpressScripts--current WilCo contractor. |
| IT Services | Proprietary software(iii:PUT). Can accommodate daily excel spreadsheet upload. WilCo staff can have read only access to claims data.Auto-ajudication capability (applicable for WilCo?) (Highly developed IT dept-can handle automated EDI; various methods for immediate eligibility termination including Wilco access) | Currently utilizing EZCAP claims mgmt system. Can accommodate daily excel spreadsheet upload. Manual entry of multiple eligibility categories. WilCo staff have read only access to claims data. | 3 programmers on staff. Can accommodate daily excel spreadsheet upload.Can modify in house system to accommodate multiple eligibility categories. Wilco staff can access standard reports, claims mgmt data on CARE website.(Website viewed during interview shows still under construction) | Utilizing ECI Healthpac 4.2, can accommodate multiple categories, plans & tiers. WilCo staff can view claims info, EOB's, accumulators, etc on internet site. Auto-ajudication capability (applicable for WilCo?) |
| Locations | Irving and San Antonio, Tx; Stuart, FLA | Austin, Texas | Temple, Texas | Ohio and Georgia |
| Rate guarantee period | 2 year price guarantee given, with a 5% increase cap in Year 3 | Not stated | Agrees to give guaranteed 3 yr pricing | Not stated |
| References | City of Euless, Leander ISD, Charter Health Plan (see summary notes of calls to references) | UTMB Health Plans, Travis Co Healthcare District, Seton Health Plan | United Transportation Union Retired Yardmasters Health Plan, Danhil Containers II (only 2 given) | Moses Cone Health System, Phoebe Putney Memorial Hospital, Dorminy Medical Center |
| Interviewed | Interviewed 5/7/09, 9 am | Incumbent provider, review committee elected not to interview--scope and level of service well understood, no new offerings in proposal | Interviewed 5/7/09, 10:30 am | Identified as 4th ranked proposal, no interview |
| Total est admin cost/yr, based on avg enrollment 700/mo | \$121,200 | \$144,900 | \$177,600 | \$207,060 |
| Pharmacy pricing based on 2008 claims | \$684,040 | \$757,156 | \$626,067 | |
| Ranking--after pricing comparison & interviews | 1 | 2 | 3 | 4 |

**National Employee Benefit Companies, Inc
d/b/a IDEALSCRIPTS**

SPONSOR AGREEMENT

THIS AGREEMENT, made as of the ___ day of _____, _____, between National Employee Benefit Companies, Inc d/b/a IDEALSCRIPTS, a Rhode Island corporation, with its principal place of business at 16 International Way, Warwick, RI 02886 and Williamson County, Texas ("Sponsor"), a political subdivision of the State of Texas, with its principal place of business at 710 Main Street, Suite 101, Georgetown, Texas 78626. IDEALSCRIPTS and Sponsor are herein referred to each individually as a "Party" and collectively as the "Parties."

WHEREAS, Sponsor has committed to provide a prescription drug benefit plan for eligible Covered Persons (as defined below); and

WHEREAS, IDEALSCRIPTS has established a network of retail and mail service pharmacies to provide services for Sponsor's prescription drug benefit plan; and

WHEREAS, IDEALSCRIPTS has access to a remote electronic claims adjudication and processing system for adjudicating and processing claims made for prescription drugs and other related goods and services; and

WHEREAS, IDEALSCRIPTS has access to a drug utilization review service by which the cost effectiveness, interaction and resulting therapeutic effect of various drugs is reviewed and monitored electronically; and

WHEREAS, IDEALSCRIPTS has a prescription drug benefit management service for designing and managing prescription drug benefit plans; and

WHEREAS, Sponsor desires to engage IDEALSCRIPTS to adjudicate and process claims on its behalf through the electronic claims adjudication and processing system and may request IDEALSCRIPTS to implement drug utilization review and other services now or in the future, and IDEALSCRIPTS desires to furnish such services on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. DEFINITIONS.

- A. "Benefits" means the prescription drugs and other related goods and services covered by the Plan.
- B. "Claims System" means the electronic system used by IDEALSCRIPTS to adjudicate and process claims made for Benefits.
- C. "Covered Person" means an individual who is eligible to receive Benefits in accordance with and under the terms of the Plan.

- D. "DUR" means the concurrent and/or retrospective drug utilization review programs used by IDEALSCRIPTS.
- E. "Exclusions" means the prescription drugs and other related goods and services not covered by the Plan.
- F. "Member Pharmacy" or "Member Pharmacies" means a retail and/or mail service pharmacy or pharmacies that have executed a Pharmacy Participation Agreement with IDEALSCRIPTS (or its designee) to provide services for the Plan.
- G. "Pharmacy Participation Agreement" means the subcontract between IDEALSCRIPTS (or its designee) and a Member Pharmacy for the Member Pharmacy's provision of pharmacy services to Covered Persons.
- H. "Plan" means Sponsor's prescription drug benefit plan(s).
- I. "IDEALSCRIPTS Program" means the Claims System, DUR and the other services which IDEALSCRIPTS may provide to Sponsor from time to time.

II. OBLIGATIONS AND WARRANTIES OF SPONSOR.

- A. Sponsor shall promptly provide IDEALSCRIPTS, in a form reasonably acceptable to IDEALSCRIPTS, information concerning the Plan, as and when needed and in sufficient detail to allow IDEALSCRIPTS to perform its obligations hereunder, including, but not limited to, the following:
 - 1. the effective date and the expiration date, if any, of the Plan;
 - 2. a summary description of the Plan, which describes, among other things, the Benefits and Exclusions under the Plan;
 - 3. the classes of dependents covered, including any age (or other) limits applicable to dependent children;
 - 4. the estimated number of Covered Persons by geographic location, i.e., county or other mutually agreed upon breakdown;
 - 5. the intended manner of distribution of identification cards to Covered Persons;
 - 6. the parameters for determining (i) whether and to what extent services are covered by or excluded from the Plan, and (ii) the amounts of all payments and the compensation rates to be offered for all Benefits (collectively, the "Parameters");

7. the amount of the Plan deductible or co-payment, if any; and
 8. Sponsor shall provide IDEALSCRIPTS with an initial Eligibility File at least fifteen (15) days prior to the effective date of such Sponsors Prescription Drug Program. Electronic eligibility information, including at least the following:
 - (a) the names and identification numbers of all Covered Persons as of the effective date of the Plan;
 - (b) the relationship between Covered Persons (e.g., qualified dependent), as applicable, and such other information as IDEALSCRIPTS may reasonably require for adjudication of claims via the Claims System;
 - (c) the date of birth of each Covered Person;
 - (d) information, as requested by IDEALSCRIPTS, to prepare profiles of each Covered Person for the provision of DUR services, if such services are requested in writing by Sponsor;
 - (e) each Covered Person's home address;
 - (f) updates to, additions to and deletions from eligibility information and profiles of Covered Persons within five (5) days after such change occurs; and
 - (g) other information as reasonably requested by IDEALSCRIPTS in connection with the services contemplated under this Agreement.
 9. Sponsor shall be solely responsible for ensuring the accuracy of its Eligibility Files, and shall be obligated to pay IDEALSCRIPTS for claims accepted by IDEALSCRIPTS in accordance with the eligibility procedures established in this section. Sponsor bears the risk of fraudulent claims submitted by Members or by unauthorized persons using a member's Identification Card or identification number.
- B. Sponsor shall provide IDEALSCRIPTS with copies of all revisions or changes to the Plan at least thirty (30) days prior to the effective date of any such revision or change.
- C. Upon enrollment, Sponsor shall provide each Covered Person with a description of the Plan and the IDEALSCRIPTS Program, as well as any updates or changes thereto.

- D. Sponsor shall obtain any written consents from Covered Persons, as required by law and/or as reasonably requested by IDEALSCRIPTS to enable IDEALSCRIPTS to perform its services hereunder.
- E. Sponsor shall pay any and all taxes and fees levied, if any, by any Federal, State or local authority in connection with the Plan.
- F. Sponsor warrants that if the Plan provides for the reimbursement to Covered Persons of the cost of prescription drugs purchased at non-Member Pharmacies, then the Plan shall condition such reimbursement upon the submission of a claim to IDEALSCRIPTS by the Covered Person for direct reimbursement in a form approved by Sponsor and IDEALSCRIPTS, together with the Covered Person's proof of payment for such prescription drugs.
- G. Sponsor warrants that the Parameters and the information provided to IDEALSCRIPTS pursuant hereto are consistent with the Plan in all respects.
- H. Sponsor warrants to IDEALSCRIPTS that the Plan is in full compliance with, and shall at all times during the term of this Agreement remain in full compliance with, all Federal, State and local rules, regulations and/or laws applicable to the Plan.

III. OBLIGATIONS OF IDEALSCRIPTS.

- A. IDEALSCRIPTS shall provide the applicable basic per claim services in accordance with the "Basic Per Claim Services Schedule" attached hereto and made a part hereof.
- B. IDEALSCRIPTS shall enter the Plan's Parameters and eligibility information received from Sponsor into the Claims System. The information entered into the Claims System shall be deemed correct to the extent it is consistent with the information provided by Sponsor, unless and until IDEALSCRIPTS is otherwise notified by Sponsor that corrections are required. IDEALSCRIPTS shall promptly correct any errors brought to its attention.

- C. IDEALSCRIPTS shall produce IDEALSCRIPTS identification cards for distribution by Sponsor to all Covered Persons.
- D. IDEALSCRIPTS shall provide Sponsor with access to its network of Member Pharmacies for the benefit of Covered Persons under the Plan.
- E. IDEALSCRIPTS shall use reasonable efforts to engage an adequate number of Member Pharmacies in geographic areas where Covered Persons reside. IDEALSCRIPTS shall furnish to each of its Member Pharmacies a summary description of the Plan, provided that Sponsor has provided same to IDEALSCRIPTS pursuant to Article II.A.2. hereof. Sponsor acknowledges that the Member Pharmacies are chosen solely on their willingness to provide services to Covered Persons based on the terms, conditions and criteria of the Plan, and the terms of the Pharmacy Participation Agreement. Sponsor acknowledges that IDEALSCRIPTS has not conducted any investigation of, or otherwise reviewed or credentialed, any Member Pharmacy or pharmacist providing pharmacy services to Sponsor and/or its Plan.
- F. If requested by Sponsor, the Parties may agree, by a writing signed by both Parties, that IDEALSCRIPTS shall process prescription claims for non-Member Pharmacies for each Plan assigned to IDEALSCRIPTS, on such terms and with such conditions as mutually agreed to by the Parties.
- G. IDEALSCRIPTS (or its designee) shall pay claims received from Member Pharmacies through the Claims System and may also pay paper claims received from Covered Persons for direct reimbursement, provided the requirements set forth in Article II.F. hereof are met. Based on the Plan Parameters, IDEALSCRIPTS (or its designee) shall determine eligibility and conformity with the Plan and shall process payment of eligible claims and provide notification of declined or ineligible claims. IDEALSCRIPTS shall administer and adjudicate claims in accordance with this Article III. hereof if the Plan documents (including, without limitation, the summary description of the Plan) are clear and unambiguous as to the validity of claims and the eligibility of Covered Persons for coverage under the Plan; IDEALSCRIPTS shall have no discretionary authority to interpret the Plan. If adjudication of a claim requires interpretation of ambiguous Parameters, and Sponsor has not previously indicated to IDEALSCRIPTS the proper interpretation of such language, then Sponsor shall be responsible for resolving the ambiguity or any other dispute arising therefrom. In any event, Sponsor's decision as to any claim (whether or not it involves a Parameter ambiguity or other dispute) shall be final, subject only to appeals allowed by applicable laws.
- H. Audits of Participating Pharmacies. IDEALSCRIPTS shall maintain criteria, which it may amend from time to time, to establish when and how a Participating

Pharmacy shall be audited to determine compliance with its agreement with IDEALSCRIPTS. The audit may be conducted by IDEALSCRIPTS internal auditors or its outside auditors, and at the pharmacy or at IDEALSCRIPTS by a review of electronically transmitted claims. To compensate IDEALSCRIPTS for the cost of conducting such audits, IDEALSCRIPTS shall charge an audit fee equal to twenty percent (20%) of any overpayments attributable to the Prescription Drug Program recovered from Participating Pharmacies. IDEALSCRIPTS audit efforts under this Section shall be deemed to be made on Sponsor's behalf. IDEALSCRIPTS shall not be required to institute litigation to collect any overpayments. IDEALSCRIPTS obligations to attempt collection shall be IDEALSCRIPTS sole obligation and liability with respect to remedying such overpayments.

- I IDEALSCRIPTS shall invoice Sponsor for the retail and/or mail service prescription claims amounts and applicable taxes and fees, if any, that have been processed by IDEALSCRIPTS (or its designee) during the applicable period in accordance with Exhibit A (the "Prescription Claims Invoice"). IDEALSCRIPTS shall furnish to Sponsor a Prescription Claims Invoice no less frequently than twice each month.
- J. IDEALSCRIPTS shall invoice Sponsor for the administrative fees specified in Exhibit A (the "Administrative Fees") which have become due during the applicable period (the "Administrative Fees Invoice"). IDEALSCRIPTS shall submit to Sponsor an Administrative Fees Invoice no less frequently than monthly (the Prescription Claims Invoice and the Administrative Fees Invoice, as well as the DUR Invoice [defined below], if applicable, are collectively referred to herein as the "Invoices").

IV. FORMULARY SERVICES.

IDEALSCRIPTS shall, on behalf of Sponsor, and subject to Sponsor's approval and final authorization, develop and implement the Plan's drug formulary, and perform related services in connection therewith (the "Formulary Services").

V. PAYMENT.

- A. Sponsor shall effectuate an Automated Clearing House (ACH) transfer or an electronic wire transfer in the amount reflected in the Prescription Claims Invoice to a bank account designated by IDEALSCRIPTS within twenty-four (24) hours of receipt of a Prescription Claims Invoice.

- B. Sponsor shall remit to IDEALSCRIPTS payment in the amount reflected in the Administrative Fees Invoice within ten (10) business days of receipt of an Administrative Fees Invoice.
- C. If and when DUR services are requested, Sponsor shall remit to IDEALSCRIPTS payment in the amount reflected in a separate DUR invoice within ten (10) business days of receipt of such invoice (the "DUR Invoice").
- D. In the event Sponsor fails to pay IDEALSCRIPTS any amount due and owing hereunder on or before the date due, then (a) IDEALSCRIPTS shall have the right to impose and Sponsor shall pay to IDEALSCRIPTS interest charges on the unpaid balance of the Invoices 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 Sponsor'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; and (b) IDEALSCRIPTS shall have the right, upon forty-eight (48) hours' prior notice to Sponsor, to: (1) decline to issue or reissue IDEALSCRIPTS identification cards to Covered Persons, (2) suspend processing and payment of claims of Covered Persons immediately until such time as Sponsor's account with IDEALSCRIPTS has been brought current, (3) advise Member Pharmacies immediately, as they access the Claims System, that Covered Persons' IDEALSCRIPTS identification cards are no longer valid, and (4) apply all or any portion of Sponsor's security deposited with IDEALSCRIPTS to Sponsor's delinquent account; and (c) Sponsor shall be responsible for all reasonable costs and expenses of collection of delinquent amounts owed and shall reimburse IDEALSCRIPTS for such costs and expenses (including, without limitation, reasonable attorneys' fees incurred by IDEALSCRIPTS in enforcing the terms of the Agreement); and (d) IDEALSCRIPTS shall be entitled to all other remedies available hereunder or otherwise at law or in equity.
- E. If, at any time, IDEALSCRIPTS shall reasonably determine, based on Sponsor's failure to pay any Invoices, that Sponsor may be unable to meet its financial commitments hereunder, IDEALSCRIPTS shall have the right, upon 24 hours' notice, to require Sponsor to deposit with IDEALSCRIPTS security in the amount of one month's claims volume and Administrative Fees (calculated based on the average of such amounts during the previous three months). Sponsor shall not be entitled to interest on any security in the form of a reserve or deposit. IDEALSCRIPTS shall retain the deposit until the termination of this agreement or the applicable Sponsor agreement.
- F. IDEALSCRIPTS shall guarantee the Administrative Fees set forth in Exhibit A for the first year of this Agreement. After the initial one-year period,

IDEALSCRIPTS may, from time to time, modify the Administrative Fees with at least sixty (60) days' prior notice to Sponsor (the "Fee Modification Notice"). The new Administrative Fees will become effective upon the expiration of this sixty (60) day notice period. Sponsor may object to any modification to the Administrative Fees by giving written notice thereof to IDEALSCRIPTS within thirty (30) days after the date the Fee Modification Notice is sent by IDEALSCRIPTS. In such event, if the Parties cannot agree on appropriate Administrative Fees, this Agreement shall terminate at the end of the aforesaid sixty (60) day period.

- G. Sponsor shall reconcile reimbursements and appeal any disputed claims within a maximum of 90 days after the date the prescription charge is posted to sponsor's statement.
- H. Sponsor Audits. Provided that this Agreement has been duly executed by Sponsor, or Sponsor's third party auditor, as approved by IDEALSCRIPTS ("Auditor") may inspect prescription drug claim data and billing records relating to the Prescription Drug Program not more frequently than once each year. All audits shall be conducted during normal business hours at IDEALSCRIPTS offices upon sixty (60) day's prior notice. IDEALSCRIPTS may designate the specific dates of availability for the audit, none of which may be in December or January. Any and all costs and expenses associated with Sponsor's audit shall be borne by Sponsor including reasonable costs and expenses incurred by IDEALSCRIPTS to the extent the audit goes beyond IDEALSCRIPTS standard audit protocol. The scope of any audit shall not exceed claims incurred during the eighteen (18) months immediately preceding the audit. Audit materials or documentation provided by IDEALSCRIPTS will be confined to Sponsor-specific information.

VI. RECORDS AND DATA.

- A. IDEALSCRIPTS shall maintain for three (3) years, or such additional period as may be required by applicable law or regulation, the claims forms supporting the Invoices and other records sufficient to verify payments made to Member Pharmacies. IDEALSCRIPTS and Sponsor, or their designated representatives, shall allow each other and any authorized State or Federal governmental authority or regulatory agency to audit, review and duplicate such records and any other records in their possession that relate exclusively to the obligations undertaken by either Party under this Agreement. The review and duplication of records shall be allowed upon reasonable written notice during regular business hours at the place of business of the record holder and shall be subject to all applicable State and Federal laws and regulations regarding the confidentiality of such records. Duplication shall be at the cost of the requesting Party.

- B. Sponsor agrees that, throughout the term of this Agreement, IDEALSCRIPTS shall have free and complete access, subject to applicable law or regulation, to all data and information received from Covered Persons, Sponsor and Member Pharmacies for the purpose of preparing compilations, analyses, and reports, conducting disease state management and outcomes management, and such other uses as IDEALSCRIPTS deems appropriate.
- C. IDEALSCRIPTS shall retain ownership rights over all property, technology, software compilations, analyses, reports, and other data utilized or developed by IDEALSCRIPTS. except as otherwise provided herein, ownership rights shall include, but are not limited to, all rights associated with publication, trade secrets, copyrights, trademarks and patents.
- D. IDEALSCRIPTS disclaims all liability arising out of Sponsor's use or dissemination of the data, records, reports, summaries and other information provided by IDEALSCRIPTS to Sponsor under this Agreement and/or arising out of Sponsor's failure to maintain the confidentiality of such information. Sponsor and IDEALSCRIPTS shall treat as confidential any information that individually identifies a Covered Person, Member Pharmacy or physician/prescriber.
- E. IDEALSCRIPTS and Sponsor acknowledge that certain information, reports and data generated under this Agreement are subject to applicable confidentiality of medical record laws, and the Parties agree to comply in all respects with such laws. IDEALSCRIPTS will take all reasonable precautions to prevent disclosure and/or use of information relating to the identity of Covered Persons and their medical information for a purpose unrelated to its administration pursuant to this Agreement. Such information may be disclosed by IDEALSCRIPTS only:
- (a) in response to a court order, subpoena or other legal process, or otherwise required by applicable law;
 - (b) in connection with an examination conducted by any Federal, State and/or local governmental authority or regulatory agency;
 - (c) to or at the request of Sponsor;
 - (d) in connection with a Covered Person's health or safety including, without limitation, notifying the Covered Person's physicians, pharmacists or other healthcare providers of potential health hazards; or
 - (e) with the written consent of the Covered Person or his/her legal representative.

Sponsor represents that it has received or will promptly obtain from each Covered Person his/her consent for IDEALSCRIPTS to obtain, possess and/or disclose (as applicable) prescription and medical information relating to the Covered Person for the purposes herein described.

VII. TERM AND TERMINATION OF AGREEMENT.

- A. This Agreement is binding as of the date of its execution and delivery but will not take effect until _____, _____ (the "Commencement Date"). The term of this Agreement shall begin upon the Commencement Date and shall continue three years (the "Term"), unless sooner terminated pursuant to the provisions of this Article VIII. The Term may be extended upon the mutual written agreement of the Parties.
- B. This Agreement may be terminated as follows:
1. By either Party, without cause and for any reason, on ninety (90) days' prior written notice to the other; provided, however, that such notice shall not be effective and this Agreement shall not so terminate if the Parties, during said ninety (90) day period, mutually agree in writing to continue this Agreement;
 2. By either Party in accordance with Article VI.F. in the event the Parties are unable to agree on changes in Administrative Fees as provided in Article VI.F. hereof;
 3. Except as otherwise provided in this Article VIII.B., by either Party if the other Party shall materially default in its performance of any of its material obligations under this Agreement. The terminating Party shall provide the other Party thirty (30) days' prior written notice specifying the nature of the default. Such notice shall not be effective and this Agreement shall not terminate if the other Party shall cure such default within the thirty (30) day period (or if not curable within said thirty (30) day period, such Party undertakes and proceeds promptly, effectively, continuously and with due diligence to attempt to cure such default within said thirty (30) day period);
 4. Notwithstanding anything herein to the contrary, by IDEALSCRIPTS, on seventy-two (72) hours' written notice to Sponsor, if Sponsor shall fail at any time to make any payment required pursuant to this Agreement by the due date or fails at any time to provide or maintain the security required by IDEALSCRIPTS under this Agreement; provided, however, that this Agreement shall not so terminate if Sponsor shall cure the payment default not later than the next business day following the date of the notice; or

5. By either Party immediately on notice to the other, if the other Party shall make an assignment for the benefit of creditors, file a petition in bankruptcy, is adjudicated insolvent or bankrupt, or if a receiver or trustee is appointed with respect to a substantial part of the other Party's property, or a proceeding is commenced against it that will substantially impair its ability to perform hereunder.
- C. Upon the expiration or termination of this Agreement:
1. IDEALSCRIPTS shall have the right to notify Member Pharmacies that IDEALSCRIPTS identification cards for Covered Persons for the Plan become invalid as of the termination date;
 2. The liability of the Parties for obligations incurred under this Agreement through the effective termination date, including all costs of collection and reasonable attorneys' fees, shall survive termination of this Agreement; and
 3. Articles VII. (RECORDS AND DATA), X. (LIABILITY; DISCLAIMERS; ACKNOWLEDGEMENTS), XI. (CONFIDENTIAL INFORMATION) and XII. (MISCELLANEOUS) hereunder shall survive termination of this Agreement.
 4. If for any reason, said Sponsor terminates this agreement before the ninety (90) days' prior written notice, Article VII Section B.1, IDEALSCRIPTS shall have the right to penalize the Sponsor in the amount of three (3) months' administration fees. These fees will be calculated starting from the month prior to the termination notice and continuing through the previous two (2) months.

VIII. NOTICES.

All notices pertaining to this Agreement shall be delivered in person, sent by certified mail return receipt requested, or transmitted by facsimile and confirmed in writing (sent certified mail return receipt requested or by overnight courier) to a Party at the address or facsimile number below, or such other address or facsimile number as a Party may notify the other Party from time to time. Notices delivered in person, and notices dispatched by facsimile prior to 4:30 p.m., recipients' time, Monday through Friday (National legal holidays excepted), shall be deemed received on the day sent. All other facsimiles and notices delivered in person shall be deemed to have been received on the business day following the date of receipt and notices delivered by mail shall be deemed to have been received on the date of receipt on the return receipt; provided however, if such day falls on a weekend or legal holiday, receipt shall be deemed to occur on the next business day. Notices may also be transmitted electronically between the Parties provided that proper

arrangements are made in advance to facilitate such communications and provide for their security and verification.

Notices to IDEALSCRIPTS shall be addressed to:

National Employee Benefit Companies, Inc
d/b/a IDEALSCRIPTS
16 International Way
Warwick, RI 02886
Attn: Michael Hajdun, Sr. Vice President
Facsimile No.: (203) 793-2919

Notices to Sponsor shall be addressed to:

Bride Roberts, LBSW-CIRS
Assistant Director
Social Services Division
Williamson County & Cities Health District
211 Commerce Blvd.,
Suite 114
Round Rock, Texas 78664
Fax: (512) 248-3286

IX. LIABILITY; DISCLAIMERS; ACKNOWLEDGEMENTS.

- A. The IDEALSCRIPTS Claims System is dependent upon the accurate transmission and processing of data by electronic means. IDEALSCRIPTS, its affiliates, contractors, shareholders, directors, officers, employees, and agents shall not be liable for any damages or claims arising out of any interruption in transmission or processing that is beyond the reasonable control of IDEALSCRIPTS.
- B. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in any third party including, but not limited to, a Covered Person.
- C. Sponsor acknowledges that this Agreement is not a contract for the sale of goods, and IDEALSCRIPTS, ITS AFFILIATES, CONTRACTORS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS DISCLAIM ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE QUALITY, ACCURACY OR SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE INFORMATIONAL DATA GENERATED THROUGH THE CLAIMS

SYSTEM. The database limitations set forth in Exhibit B, Paragraph D are incorporated herein by this reference.

- D. The Parties agree that in no event shall IDEALSCRIPTS, its affiliates, contractors, shareholders, directors, officers, employees, and agents have any liability to Sponsor, or any other party, in connection with the acts or omissions of any Member Pharmacy or pharmacist or employee, agent or officer of a Member Pharmacy who performs any service under a Pharmacy Participation Agreement or otherwise in connection with this Agreement. IDEALSCRIPTS, its affiliates, contractors, shareholders, directors, officers, employees, and agents shall not, under any circumstances, be liable or responsible for injury including, without limitation, death, suffered by any Covered Person from any prescription drug dispensed or not dispensed by any Member Pharmacy or pharmacist (whether or not using the DUR system for any purpose), or for any side-effects or other consequential or incidental damages of any kind or description whatsoever from the use, or refrain from use, of any such prescription drug, it being expressly understood that such liability and responsibility rests entirely upon the Member Pharmacy or pharmacist dispensing the prescription drug.
- E. In no event shall IDEALSCRIPTS, its affiliates, contractors, shareholders, directors, officers, employees and agents be liable for (i) any third party claims against Sponsor, its affiliates, contractors, shareholders, directors, officers, employees or agents for losses or damages, or (ii) any indirect, special, incidental, or consequential (including lost profit or savings) damages regardless of whether IDEALSCRIPTS is informed of their possibility or if otherwise foreseeable.
- F. In no event shall the liability of IDEALSCRIPTS, its affiliates, contractors, shareholders, directors, officers, employees, and agents to Sponsor under or in connection with this Agreement exceed the actual loss or damage to Sponsor.
- G. IDEALSCRIPTS shall not, under any circumstance, be responsible to use its corporate assets to satisfy any claim or expense that is the responsibility of Sponsor, the Plan or any Covered Person.
- H. IDEALSCRIPTS shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of Sponsor or its employees or agents. Further, IDEALSCRIPTS shall not be liable for any actions, liabilities, damages, costs and expenses arising out of any action taken by IDEALSCRIPTS at Sponsor's direction.
- I. IDEALSCRIPTS reserves the right to control the use of its name and all symbols and service marks presently existing or hereafter established with respect to IDEALSCRIPTS; provided, however, that IDEALSCRIPTS hereby authorizes Sponsor to use IDEALSCRIPTS name, symbols and service marks to the extent

necessary or prudent to adequately notify Covered Persons as to the effect and operation of the IDEALSCRIPTS Program. Sponsor shall not otherwise use the name, symbols or service marks of IDEALSCRIPTS in advertising or promotional materials or otherwise without the prior written consent of IDEALSCRIPTS. Further, Sponsor shall cease any and all usage of such name, symbols and/or service marks immediately following the termination of this Agreement.

X. CONFIDENTIAL INFORMATION.

Sponsor shall not disclose any information or knowledge concerning IDEALSCRIPTS operations, techniques or procedures, which is hereby deemed confidential information, except as otherwise required by law and, even if required by law, Sponsor shall not disclose such confidential information unless Sponsor provides IDEALSCRIPTS with five (5) business days' advance written notice. Any such information disclosed to or acquired by Sponsor shall be held in confidence and all written confidential information shall be surrendered by Sponsor to IDEALSCRIPTS upon the termination of this Agreement or earlier, upon prior written notice. The provisions of this Article XI. shall survive the termination of this Agreement.

XI. MISCELLANEOUS.

- A. Neither Party shall be liable in any manner for any delay or failure to perform its respective obligations hereunder (except Sponsor's obligations to make payments to IDEALSCRIPTS) which are beyond such Party's reasonable control including, without limitation, any delay or failure due to strikes, major labor disputes, riots, earthquakes, storms, floods, or other extreme weather, fires, explosions, acts of God, embargoes, wars or other outbreak of hostilities, delay of carriers, suppliers or telecommunications providers, or governmental acts or regulations.
- B. The Parties have entered into this Agreement as independent contractors and not as agents of one another. Neither Party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein.
- C. Any failure by either Party to enforce or require the performance by the other Party of any of the terms or conditions of this Agreement shall not constitute a waiver of a breach of any such term or condition thereafter occurring.
- D. This Agreement shall not be deemed a contract of insurance under any laws or regulations. IDEALSCRIPTS does not insure, guarantee or underwrite the liability of Sponsor under the Plan. Sponsor, and not IDEALSCRIPTS, shall remain solely liable for the payment of claims and all other expenses incidental to the Plan.

- E. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same agreement. This Agreement shall become binding when one or more counterparts hereof, individual or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories.
- F. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- G. This Agreement, together with the Exhibits hereto, constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof. No prior oral or written communication with respect to the subject matter hereof, nor any supplement, modification, waiver or amendment of this Agreement unless executed in writing by the Parties hereto, shall be binding.
- H. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas (to the extent such laws are not preempted by applicable Federal law), without regard to that State's conflict of laws principles.
- I. **Dispute Resolution.** The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

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.

Despite and during the existence of any dispute, controversy or pendency of claim involving Sponsor and IDEALSCRIPTS, each shall be obligated to continue with their performance as required by this Agreement, unless otherwise provided herein.

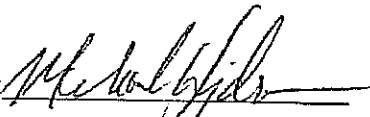
- J. Neither party may assign or otherwise transfer to third parties, its rights, interests, and/or obligations under this Agreement, or any portion thereof without the express written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- K. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- L. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Sponsor, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Sponsor 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.
- M. Sponsor believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. IDEALSCRIPTS understands and agrees that the Sponsor's payment of amounts under this Agreement is contingent on the Sponsor receiving appropriations or other expenditure authority sufficient to allow the Sponsor, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- N. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Sponsor, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Sponsor as to whether or not the same are available to the public. It is further understood that Sponsor's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Sponsor, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to

employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Sponsor by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or representatives duly authorized to do so.

National Employee Benefit Companies, Inc.
Company d/b/a IDEALSCRIPTS

WILLIAMSON COUNTY, TEXAS

By: 

By: _____

Print: Michael Hayden

Print: Dan A. Gattis

Title: Sr. V.P.

Title: Williamson County Judge

Date: June 5, 2009

Date: _____

EXHIBIT A

PRICING AND ADMINISTRATIVE FEES

Sponsor shall pay the following prescription prices and administrative fees. In all cases, prescriptions will be filled at the lower of the amount referenced herein or Member Pharmacy's Usual and Customary Price. "Usual and Customary Price" means Member Pharmacy's cash price less all applicable discounts including, without limitation, senior citizen discounts granted customers during its normal course of business.

A. IDEALSCRIPTS LOCAL PRESCRIPTION PRICING

| | |
|--------------------|---|
| Brand Name Drugs: | *AWP – 15.5% + \$1.90 dispensing fee |
| DME and other OTC: | *MAC + \$1.90 dispensing fee |
| Generic Drugs: | *MAC + \$1.90 dispensing fee *Non MAC AWP -20% + \$1.90 dispensing fee |

B. MAIL SERVICE PRESCRIPTION PRICING

| | |
|----------------|------------------------------------|
| Brand Drugs: | *AWP – 23% + \$0.00 dispensing fee |
| Generic Drugs: | *AWP – 60% + \$0.00 dispensing fee |

C. SPECIALTY PHARMACY PRESCRIPTION PRICING

| | |
|--------------|------------------------------------|
| Brand Drugs: | *AWP – 17% + \$2.50 dispensing fee |
|--------------|------------------------------------|

*"AWP" or "Average Wholesale Price" means the average wholesale price of the prescription listed in the First DataBank weekly updates or, if information from First DataBank is unavailable, equivalent information. "MAC" or "Maximum Allowable Cost" means the list of generic drugs and the corresponding pricing that IDEALSCRIPTS will pay participating pharmacies, as modified by IDEALSCRIPTS from time to time.

Sponsor acknowledges and agrees as follows: (1) IDEALSCRIPTS is authorized to receive and retain, as reasonable compensation, rebates from certain drug manufacturers as a result of the inclusion of such manufacturers' products on the Plan's formulary; (2) the prescription pricing charged by IDEALSCRIPTS as described in this Exhibit A may, in some cases, be different than the pricing charged by, and paid by IDEALSCRIPTS to, Member Pharmacies for such prescriptions; and (3) Sponsor shall be responsible for notifying Covered Persons of IDEALSCRIPTS receipt and retention of the foregoing.

C. ADMINISTRATIVE FEES - RETAIL ONLY

| | |
|--|-------------|
| Electronic Claims | \$1.75 |
| Paper Claims (per submitted claim) *Fee includes retrospective DUR, related reports and clinical intervention. | \$1.50* |
| Additional/Replacement ID Cards (Two IDEALSCRIPTS identification cards included in base fee) | \$1.50 each |

D. REBATES

Sponsor is to receive 100% (one hundred percent) of the collectable rebates received by IdealScripts. All rebates will be issued on a quarterly basis.

EXHIBIT B

IDEALSCRIPTS DUR SERVICES

A. DESCRIPTION OF SERVICES

1. **Concurrent DUR** - IDEALSCRIPTS shall provide the concurrent DUR system, which operates through the Claims System. The Claims System will edit claims for the following:
 - a. Drug-Drug Interactions
 - b. Therapeutic Duplications
 - c. Excessive Daily Doses
 - d. Excessive Utilization
 - e. Insufficient Daily Doses
 - f. Drug Age Conflicts
 - g. Drug-Disease Contraindications
 - h. Drug-Pregnancy Contraindications
 - i. Controlled Substance Abuse
 - j. Refill-Too-Late/Noncompliance

2. **Retrospective DUR** - Retrospective DUR is the process of collecting, tabulating and analyzing prescription data collected from the Claims System and subsequent clinical interventions. IDEALSCRIPTS retrospective DUR analysis includes, but is not limited to, the following:
 - a. Brand/Generic Substitution
 - b. Therapeutic Substitution
 - c. Drug to Drug Interactions
 - d. Formulary Compliance

- e. Step Therapy
- f. Contraindications
- g. Late Refills
- h. Early Refills
- i. Duration of Therapy
- j. Dosage
- k. Acute/Maintenance Therapy
- l. Therapeutic Duplication
- m. Drug Efficacy
- n. Retail to Mail Opportunities

B. PHARMACIST DISCRETION

The information generated in connection with DUR services is intended as an informational guide to, and not a substitute for, the knowledge, expertise, skill and judgment of physicians, pharmacists, or other health care providers. IDEALSCRIPTS, on behalf of Sponsor, shall advise Member Pharmacies that the DUR system should not be relied upon as a substitute for their professional judgment. Sponsor acknowledges and agrees that the DUR system will provide information to Member Pharmacies, but the DUR system cannot control how Member Pharmacies dispense prescriptions or provide other goods and services that may or may not correlate with information they receive through the DUR system. Sponsor acknowledges that Member Pharmacies are individually responsible for acting or not acting upon information generated and transmitted through the DUR system, and for performing services in each jurisdiction consistent with the scope of their licenses.

C. PATIENT INFORMATION LIMITATIONS

The DUR system is highly automated with minimal, if any, individual review in most circumstances. Therefore, the DUR system is necessarily limited by the amount, accuracy and completeness of data concerning Covered Persons inputted into the Claims System or obtained from prescription claims and from information provided by Sponsor. Covered Person information which may not be available to or in the possession of IDEALSCRIPTS includes, but is not limited to, Covered Person diagnoses, utilization of drugs obtained outside of the Claims System, and weight and other physical characteristics of a Covered Person. IDEALSCRIPTS shall have no obligation to acquire information concerning any Covered Person, where the information is

insufficient or unavailable to enable the DUR system to determine whether or not intervention or reporting is indicated.

D. IDEALSCRIPTS DATABASE LIMITATIONS

The DUR database is a collection of databases of clinical drug data and drug dispensing information developed and maintained partly by IDEALSCRIPTS and partly by independent drug database companies. Sponsor acknowledges and agrees that IDEALSCRIPTS has and may consult with outside software and other vendors, as well as consulting health care professionals and any recognized compendia, to provide databases and other information as IDEALSCRIPTS deems necessary or helpful to include in the DUR database. IDEALSCRIPTS shall endeavor to update the DUR database on a reasonable basis to reflect changes in standards for pharmaceutical prescribing; however, Sponsor acknowledges that no database will contain all currently available information on accepted medical practice or prescribing practices. In most cases, vendors and professionals limit, disclaim or fail to provide warranties, regarding the information or services provided to IDEALSCRIPTS. BASED UPON THE FOREGOING, SPONSOR FURTHER ACKNOWLEDGES AND AGREES THAT IDEALSCRIPTS SHALL NOT BE RESPONSIBLE FOR ANY TORTS, COSTS, DAMAGES, EXPENSES, CLAIMS, SUITS OR PROCEEDINGS OF ANY TYPE ARISING IN CONNECTION WITH (i) MEDICAL, SCIENTIFIC OR BUSINESS JUDGMENTS MADE IN CREATING THE DUR DATABASE OR ANY OTHER DATABASES AND REPORTS UPON WHICH THE IDEALSCRIPTS DUR SERVICES ARE BASED, OR (ii) ANY FAILURE TO INCLUDE INFORMATION IN THE DUR DATABASE.

IDEALSCRIPTS BASIC PER CLAIM SERVICES SCHEDULE:

Basic per claim services included in the Administrative Fees:

IDEALSCRIPTS "CLAIMS SYSTEM" - A fully automated, on-line, real-time claims processing system. Claims System provides greater ability to tailor prescription drug plans to maximize benefits and to utilize a range of proven cost management approaches.

NETWORK MANAGEMENT - IDEALSCRIPTS maintains a Help Desk with 800 number service for the Member Pharmacies to facilitate the point-of-service processing available through the Claims System.

COMPREHENSIVE REPORT PACKAGE - A standard package of reports includes relevant cost, utilization control data and savings information related to the specific services selected.

CONCURRENT IDEALSCRIPTS DUR - Claims System has the ability to transmit informational concurrent drug utilization review messages to Member Pharmacies as more fully described in Exhibit B, if DUR services are requested in writing by Sponsor.

RETROSPECTIVE DUR - IDEALSCRIPTS can perform retrospective DUR analysis on all approved prescription transactions as described in Exhibit B, if DUR services are requested in writing by Sponsor.

CUSTOMER SERVICE - IDEALSCRIPTS maintains a Help Desk with 800 number service for Covered Persons to answer inquiries concerning Member Pharmacy locations and prescription benefit questions.

IDEALSCRIPTS IDENTIFICATION CARDS - IDEALSCRIPTS will provide identification cards in accordance with Article III.C.

Award contract to KAHickman Architects and Interior Designers
Commissioners Court - Regular Session

Date: 06/16/2009
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 Evaluation](#)
- Link: [KA Hickman RFQ Submittal](#)
- Link: [RFQ Submittal List](#)
- Link: [Vendor Signed PSA](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/09/2009 04:49 PM
 Final Approval Date: 06/10/2009

RFQ EVALUATIONS:**Architectural Services for Design of Renovations
to the Tax Assessor/Collector Offices**

4/17/2009

| Firms to Provide Presentation/Interviews | # of Evaluators that ranked firm on their shortlist for Presentation/Interviews |
|---|--|
| Moman Architects | 5 out of 5 |
| Moman/Parshall Joint Venture | 5 out of 5 |
| KA Hickman (KAH) | 4 out of 5 |
| Spencer Godfrey Architects | 3 out of 5 |
| Studio 8 Architects | 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 Renovations to the Williamson County Tax Assessor/Collector Offices, RFQ NUMBER: 09WCRFQ906

5/7/2009

INTERVIEWED FIRMS

| EVALUATORS | Spencer Godfrey | Moman/Parshall | Studio 8 | KA Hickman | Moman |
|-----------------------------|------------------------|-----------------------|-----------------|-------------------|--------------|
| Jonathan Harris | 3 | 5 | 2 | 1 | 4 |
| Purchasing | | | | | |
| Patrick Strittmatter | 3 | 5 | 2 | 1 | 4 |
| Purchasing | | | | | |
| Joe Latteo | 3 | 5 | 2 | 1 | 4 |
| Facilities | | | | | |
| Deborah Hunt | 2 | 5 | 3 | 1 | 4 |
| Tax Office | | | | | |
| Joe Pondrom | 4 | 5 | 2 | 1 | 3 |
| Tax Office | | | | | |
| Total Pts: | 15 | 25 | 11 | 5 | 19 |
| # of Evaluators: | 5 | 5 | 5 | 5 | 5 |
| Avg. Place: | 3 | 5 | 2.2 | 1 | 3.8 |
| Place: | 3rd | 5th | 2nd | 1st | 4th |

Each evaluator was asked to rank the final 5 interviewing firms in order: 1st thru 5th place. 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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**Schedule of Fees (omitted per instruction)
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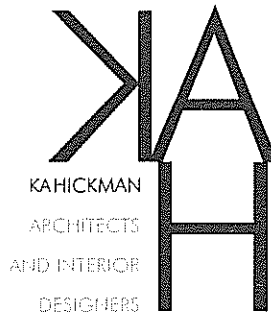
**Representative Projects
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DETAILED RESUMES 3

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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!

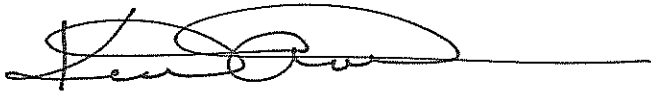
We are excited about the opportunity to help you create a facility that will meet the growing needs of the community while reflecting its distinctive personality and the charm of Main Street.

- 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.

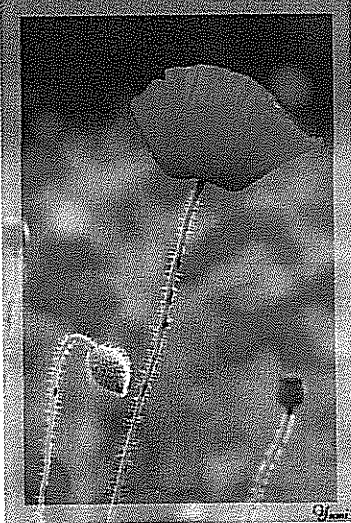
Sincerely,

A handwritten signature in black ink, appearing to read "Keith A. Hickman", written over a horizontal line.

Keith A. Hickman, AIA, REFP, LEED AP, RID
Principal



Consideration Item (1): Work Completed Locally



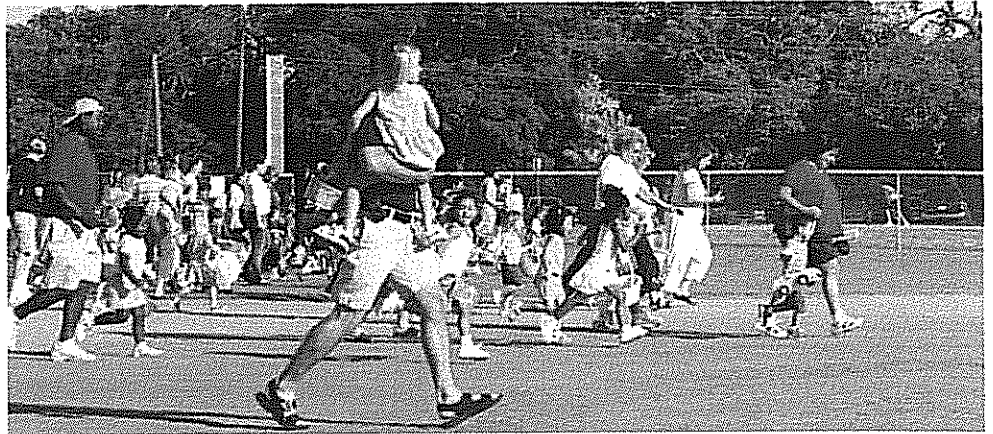
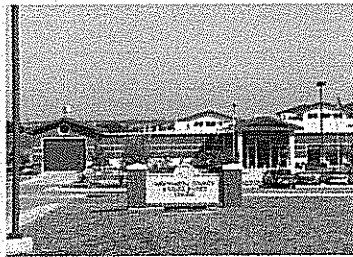
Our team has been hand chosen to meet the specific needs of the Williamson County Tax Assessor/Collector Offices project. Professional expertise, distinctive Georgetown familiarity and personal connection to the community highlight just a few of the team's characteristics.

Every aspect of the project will be accomplished by staff presently residing in Williamson County.



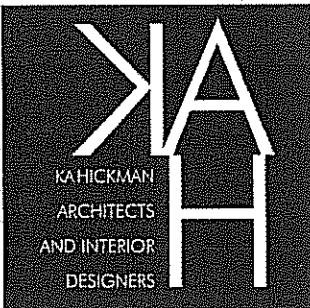


Consideration Item (2): Georgetown Familiarity



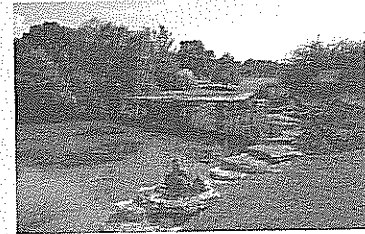
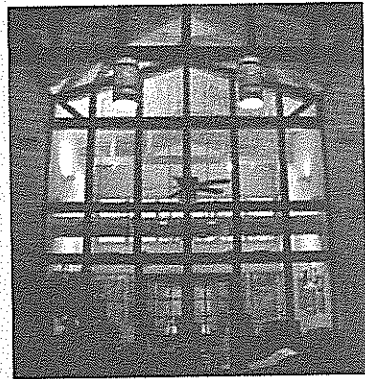
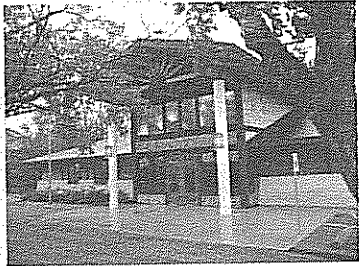
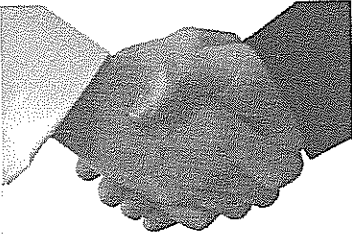
The City of Georgetown has its own personality, its own unique characteristics, and its own individual set of needs and concerns. Demonstrated in KAH projects such as the Williamson County Juvenile Justice Facility and the renovations of Bluebonnet Trails MHMR—Georgetown which set KAHickman apart from 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.





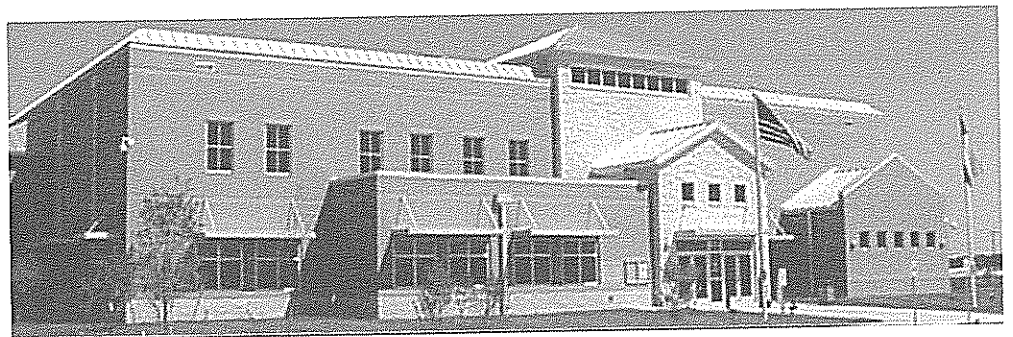
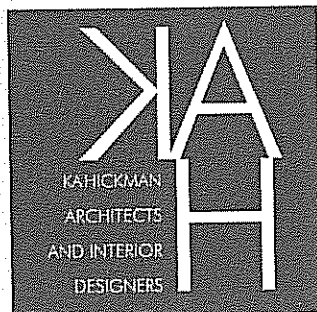
Consideration Item (3): Accessibility of Primary Contact

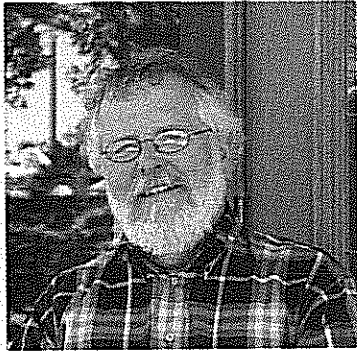


KAHickman Architects and Interior Designers stands committed to our client's success from day one. It is because of continued client success that we maintain a successful practice of approximately 70% repeat services. Our commitment extends through the entire design and construction process and continues 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.

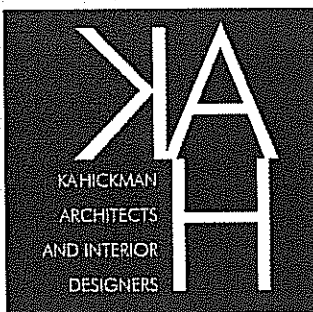




Keith A. Hickman, Principal of KAHickman Architects and Interior Designers, has served the Williamson County community for more than 25 years designing municipal, public safety, education, medical and community projects. He has forged an exceptional reputation for design and thought leadership. The firm 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.

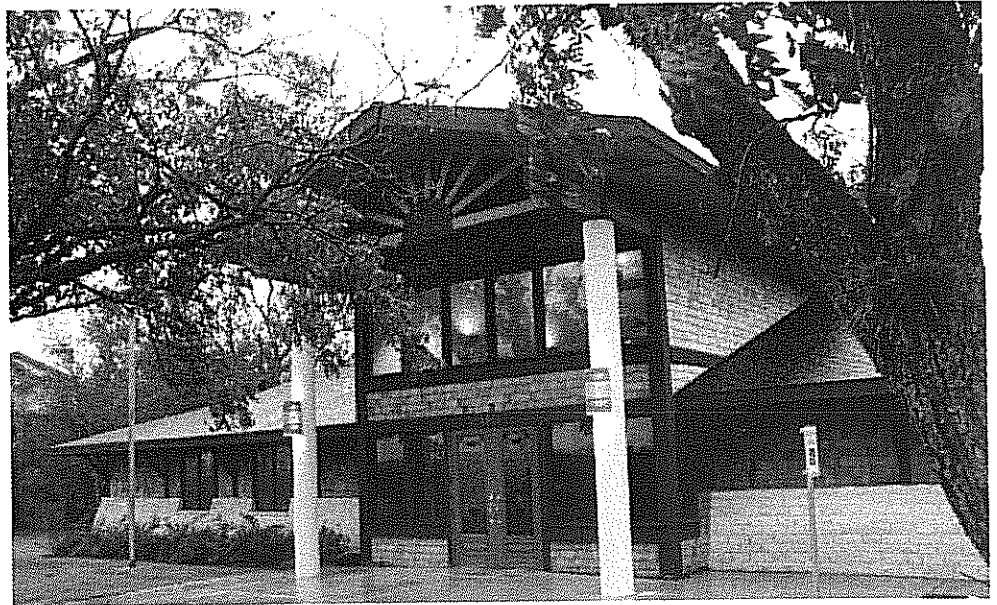
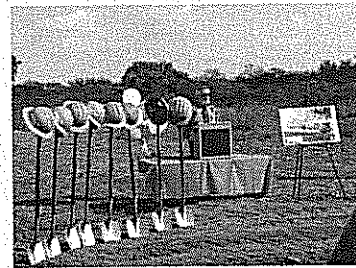
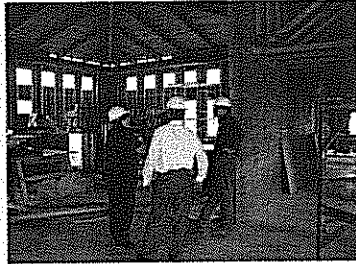
Our consulting team leaders:

- 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.

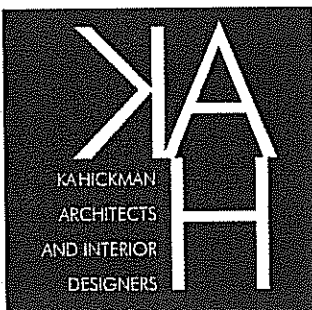




Consideration Item (6): Present Workload & Proposed Timeline

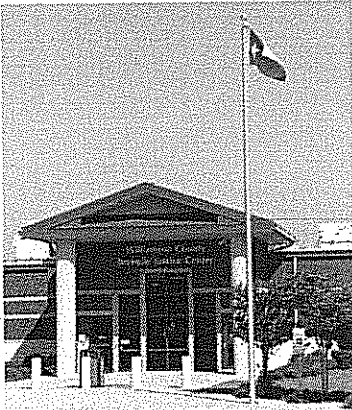


Because of our proven project management capabilities, KAHickman Architects and Interior Designers is able to support simultaneous projects at various stages of development. Our approach to scheduling brings the right resources to the project as they are needed. This efficient allocation of personnel 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 | Duration | Start | 2009 | | | | 2010 | | | |
|----|---|----------|--------------|-------|-------|-------|-------|-------|-------|-------|-------|
| | | | | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 |
| 1 | Williamson County Tax Assessor/Collector Offices | 323 days | Mon 6/1/09 | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | Programming Validation | 20 days | Mon 6/1/09 | | | | | | | | |
| 4 | Programming Workshop No. 1 | 10 days | Mon 6/1/09 | | | | | | | | |
| 5 | Programming Deliverable | 10 days | Mon 6/15/09 | | | | | | | | |
| 6 | Schematic Design | 35 days | Mon 6/29/09 | | | | | | | | |
| 7 | Owner/Design Team Workshop | 5 days | Mon 6/29/09 | | | | | | | | |
| 8 | Program and Planning Concept Sign-Off | 5 days | Mon 7/6/09 | | | | | | | | |
| 9 | Owner/Design Team Workshop | 10 days | Mon 7/13/09 | | | | | | | | |
| 10 | Consultant Coordination Workshop | 5 days | Mon 7/27/09 | | | | | | | | |
| 11 | 100% SD Submittal | 5 days | Mon 8/3/09 | | | | | | | | |
| 12 | Owner Review Comments of 100% SD | 5 days | Mon 8/10/09 | | | | | | | | |
| 13 | Design Development | 30 days | Mon 8/17/09 | | | | | | | | |
| 14 | User Group Meetings | 5 days | Mon 8/17/09 | | | | | | | | |
| 15 | Owner/Design Team Workshop | 5 days | Mon 8/24/09 | | | | | | | | |
| 16 | Consultant Coordination Workshop | 5 days | Mon 8/31/09 | | | | | | | | |
| 17 | Owner/Design Team Workshop | 5 days | Mon 9/7/09 | | | | | | | | |
| 18 | Consultant Coordination Workshop | 5 days | Mon 9/14/09 | | | | | | | | |
| 19 | 100% DD Submittal | 1 day | Mon 9/21/09 | | | | | | | | |
| 20 | Owner Review Comments of 100% DD | 4 days | Tue 9/22/09 | | | | | | | | |
| 21 | Construction Documents | 66 days | Mon 9/28/09 | | | | | | | | |
| 22 | Owner/Design Team Workshop | 5 days | Mon 9/28/09 | | | | | | | | |
| 23 | Consultant Coordination Workshop | 1 day | Mon 10/5/09 | | | | | | | | |
| 24 | 25% CD Submittal | 5 days | Tue 10/6/09 | | | | | | | | |
| 25 | Owner Review Comments of 25% CD | 5 days | Tue 10/13/09 | | | | | | | | |
| 26 | Owner/Design Team Workshop | 5 days | Tue 10/20/09 | | | | | | | | |
| 27 | Consultant Coordination Workshop | 1 day | Tue 10/27/09 | | | | | | | | |
| 28 | 50% CD Submittal | 5 days | Wed 10/28/09 | | | | | | | | |
| 29 | Owner Review Comments of 50% CD | 5 days | Wed 11/4/09 | | | | | | | | |
| 30 | Owner/Design Team Workshop | 5 days | Wed 11/11/09 | | | | | | | | |
| 31 | Consultant Coordination Workshop | 1 day | Wed 11/18/09 | | | | | | | | |
| 32 | 75% CD Submittal | 5 days | Thu 11/19/09 | | | | | | | | |
| 33 | Owner Review Comments of 75% CD | 5 days | Thu 11/26/09 | | | | | | | | |
| 34 | Owner/Design Team Workshop | 5 days | Thu 12/3/09 | | | | | | | | |
| 35 | Consultant Coordination Workshop | 5 days | Thu 12/10/09 | | | | | | | | |
| 36 | 100% CD Submittal | 10 days | Thu 12/17/09 | | | | | | | | |
| 37 | Bidding and Negotiations | 30 days | Thu 12/31/09 | | | | | | | | |
| 38 | Bid Package GMP | 20 days | Thu 12/31/09 | | | | | | | | |
| 39 | Board Approval of Bid Package GMP | 10 days | Thu 1/28/10 | | | | | | | | |
| 40 | Construction | 120 days | Thu 2/11/10 | | | | | | | | |
| 41 | Project Construction Period | 120 days | Thu 2/11/10 | | | | | | | | |
| 42 | Move In & Occupancy | 20 days | Thu 7/29/10 | | | | | | | | |



WILLIAMSON COUNTY JUVENILE JUSTICE FACILITY
GEORGETOWN, TEXAS



Services Provided:

- Needs Assessment
- Programming
- Site Planning
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration
- Furnishings Procurement

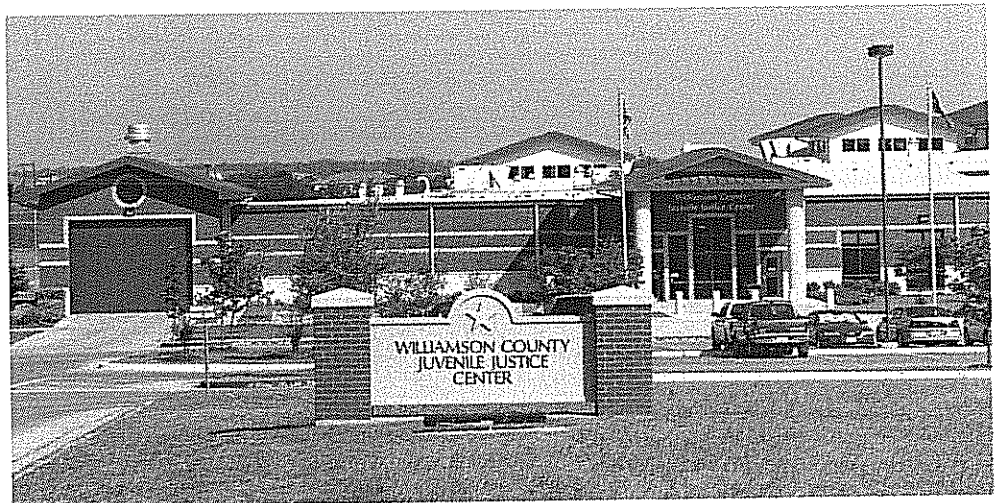
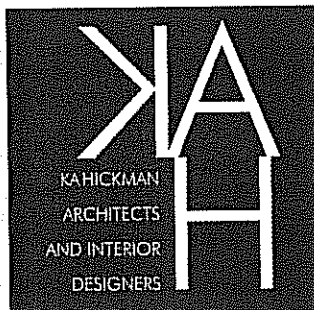
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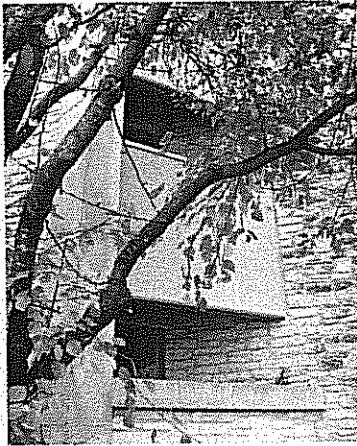
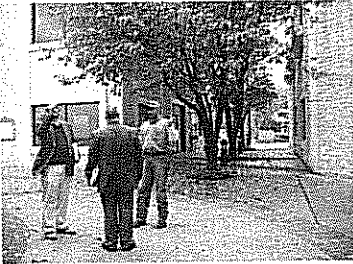
- Size: 112,000sf
- Cost: \$18,500,000
- Completion Date: June 2003

Contact:

Charly Skaggs
Williamson County
Juvenile Services
512.943.3216

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

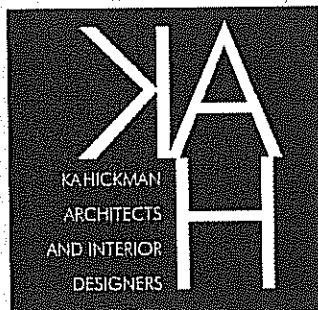
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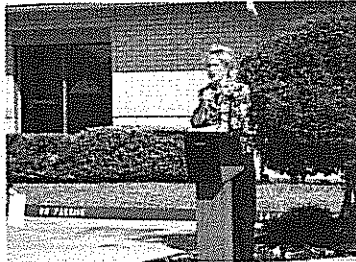
- Size: 46,000sf
- Cost: \$1,680,000
- Completion Date: 2010

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.





**SAN GABRIEL CRISIS CENTER—Crisis Respite Center
GEORGETOWN, TEXAS**



Services Provided:

- Needs Assessment
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

Project Data:

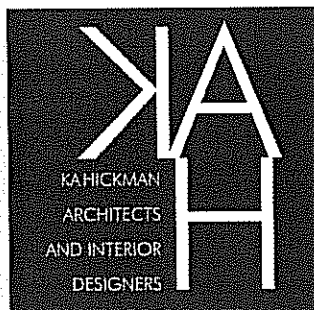
- Size: 18,561sf
- Cost: \$410,000
- Completion Date: Oct 2008

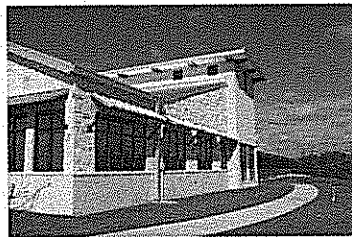
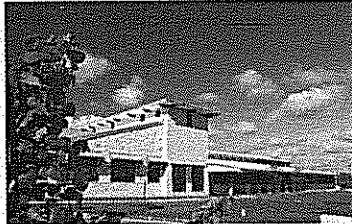
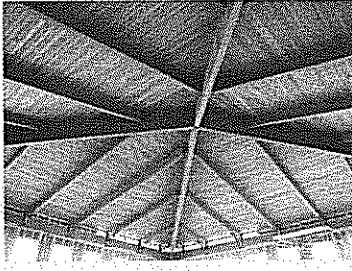
Contact:

Andrea Richardson
Executive Director
Bluebonnet Trails MHMR
512.255.1720

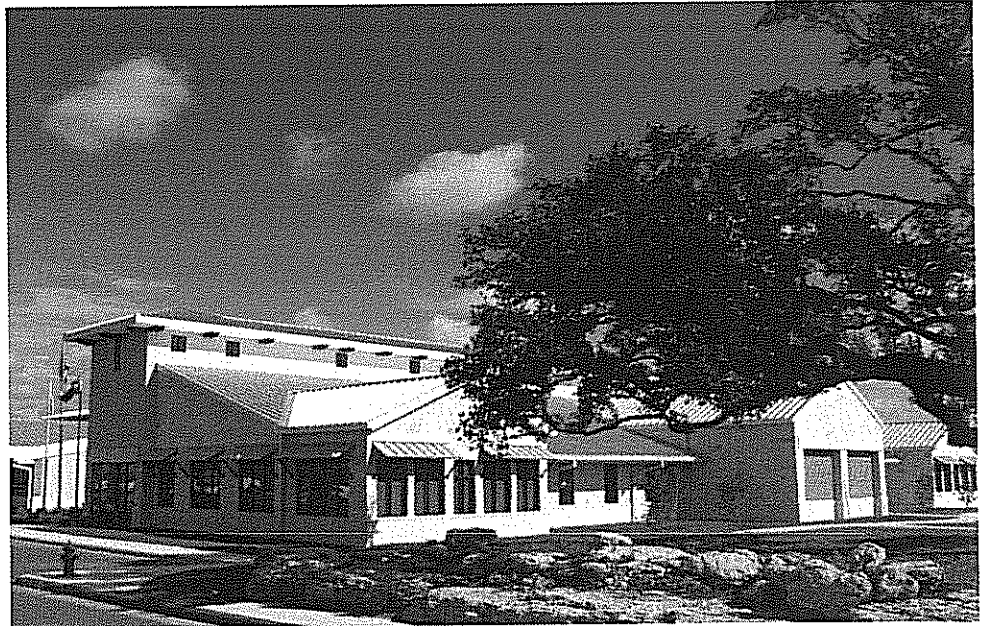
Bluebonnet Trails Mental Health Mental Retardation (MHMR) received governmental grant funds in order to make much needed Interior renovations to convert this former Home Health Care Administrative facility to a crisis center. The facility is a ten (10) bed center giving twenty-four hour respite care.

This fast-tracked project primarily involved cosmetic improvements such as paint, flooring, and updated lighting.





**BLUEBONNET TRAILS MHMR
ROUND ROCK, TEXAS**



Services Provided:

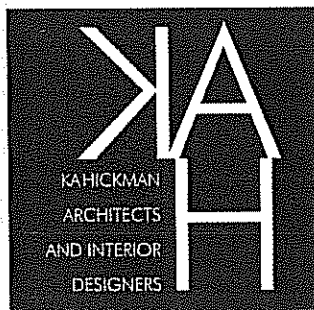
- Needs Assessment
- Site Master Planning
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

Project Data:

- Size: 48,600sf
- Cost: \$7,500,000
- Completion Date: Dec 2002

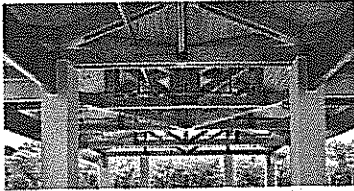
Contact:

Andrea Richardson
Executive Director
Bluebonnet Trails MHMR
512.255.1720



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.



**BLUEBONNET TRAILS MHMR
BASTROP, TEXAS**



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

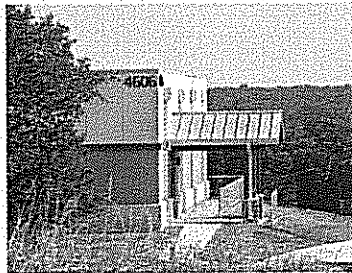
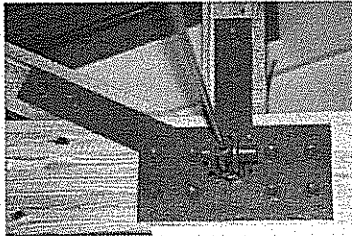
Contact:

Andrea Richardson
Executive Director
Bluebonnet Trails MHMR
512.255.1720

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.





**BLUEBONNET TRAILS MHMR
MARBLE FALLS, TEXAS**



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

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.





REGION 12 EDUCATION SERVICE CENTER
ADDITIONS AND RENOVATIONS
WACO, TEXAS



Services Provided:

- Needs Assessment
- Programming
- Schematic Design
- Design Development
- Construction Documents
- CM-at-Risk Administration
- Construction Administration

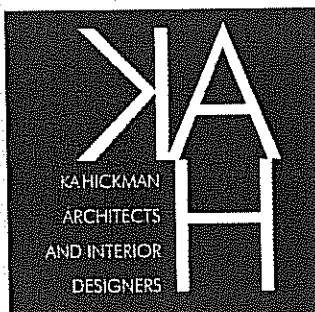
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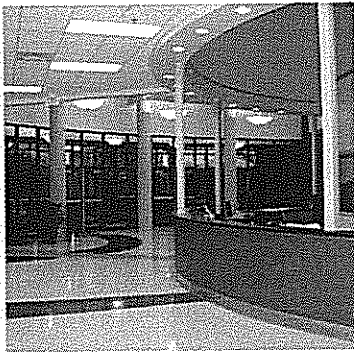
- Size: 22,000sf
- Cost: \$3,000,000
- Completion Date: 2008

Contact:

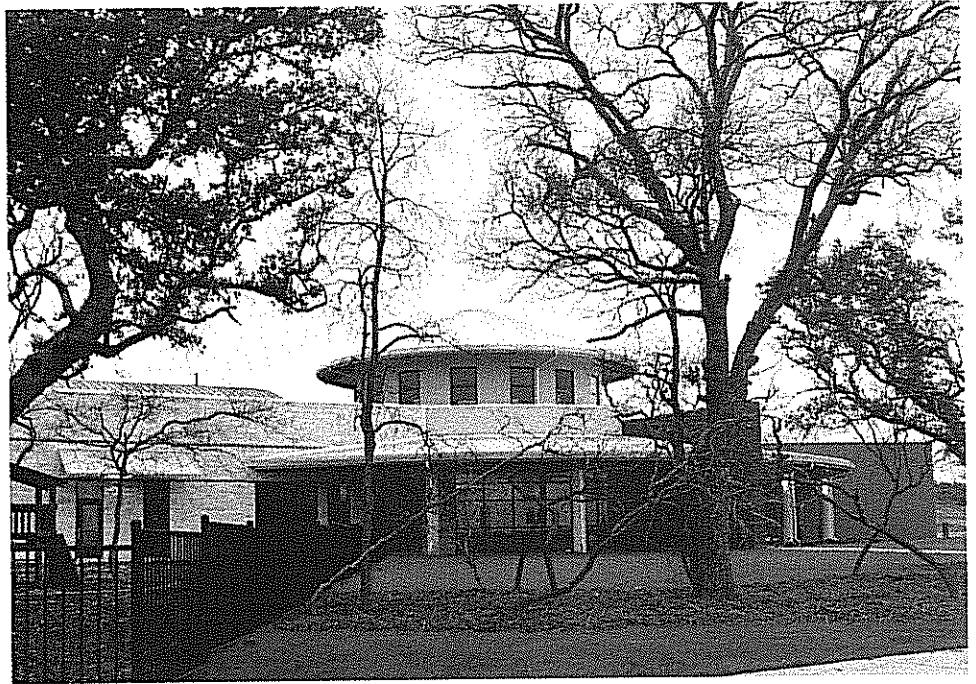
Dr. Tom Norris
Executive Director
Region 12 Education Service
Center
254.297.1212

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.





YMCA of GREATER WILLIAMSON COUNTY
TWIN LAKES FAMILY YMCA
CEDAR PARK, TEXAS



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:

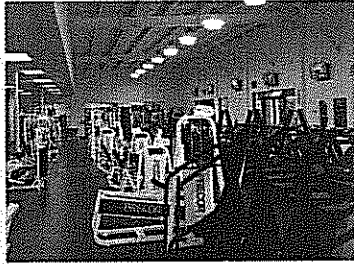
Jeff Andresen
President/CEO
YMCA of
Greater Williamson County
512.246.9622

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.

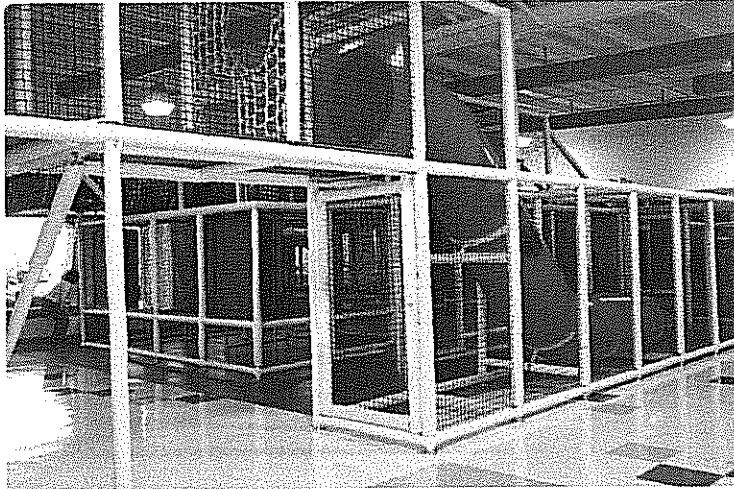
The bright, airy, and open multi-use building houses a gymnasium, aerobics room, multi-purpose room, wellness center, meeting room, childcare areas, locker facilities, administrative offices, and other support functions. The design features dynamic, curving shapes, bright colors and ample natural light.

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.





YMCA of GREATER WILLIAMSON COUNTY
NATATORIUM/GYMNASIUM
ROUND ROCK, TEXAS



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

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 KA Hickman 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)

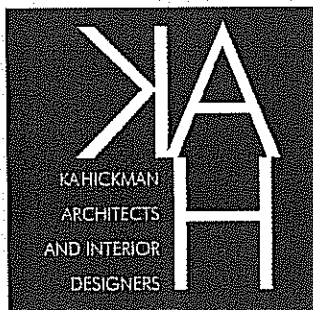


ESA Energy Systems Associates, Inc.

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

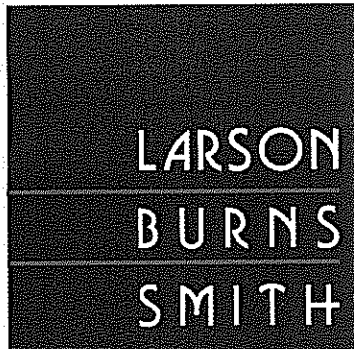
Principal, Larson Burns & Smith, Inc.

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)



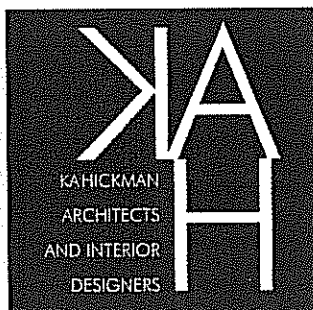
Jeffrey Clifford, ASLA

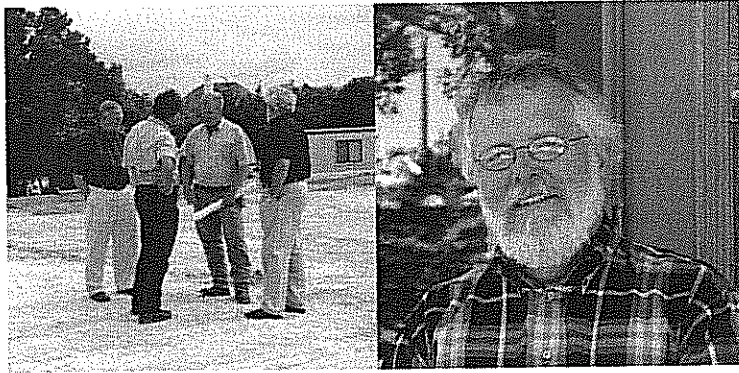
Landscape Architect, Larson Burns & Smith, Inc.

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

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

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

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



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.



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

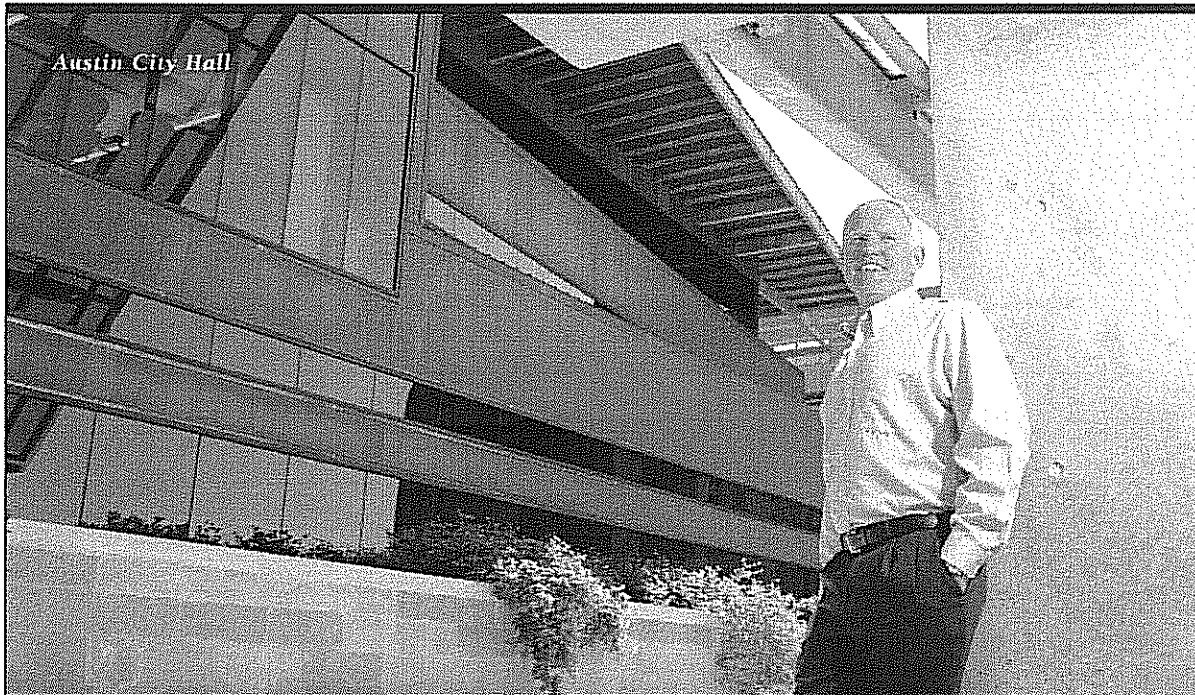
- Designed and supervised installation of heating, ventilating and air-conditioning systems in the Atlanta service area of the Trane company, a major supplier of commercial/industrial HVAC equipment.
- Conducted "Conserve Energy by Design" seminars.

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

DATUM



ROBERT FRY, P.E.

SENIOR VICE PRESIDENT OF DATUM ENGINEERS, INC.

Education Bachelor of Science in Architectural Engineering, with highest honors
University of Texas at Austin 1976

Professional Registration
Texas 1983

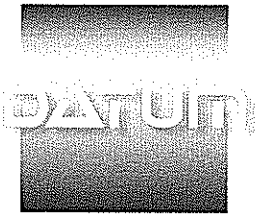
Professional Affiliations
American Institute of Steel Construction
Structural Engineers Association of Texas

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.

Representative Projects

Georgetown Library
Georgetown, Texas

Schertz Library
Schertz, Texas

Travis County E.S.D. #6
Austin, Texas



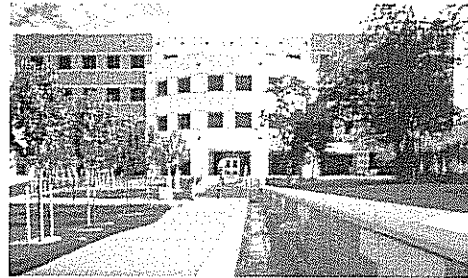
St. David's Round Rock Hospital
Round Rock, Texas

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

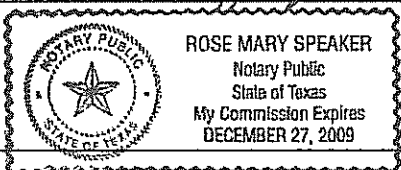


WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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:  |


Notarized:

| |
|--|
| Sworn and subscribed before me by: <u>Rose Mary Speaker</u> |
| on <u>4-8-09</u> (date) |
|  |

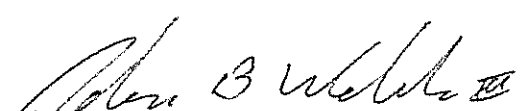


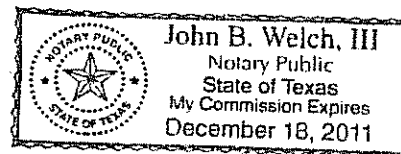
WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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: Brian Larson |
| Name of Company: Larson Burns & Smith, Inc. |
| Date: April 1, 2009 |
| Signature of person submitting form:  |

Notarized:

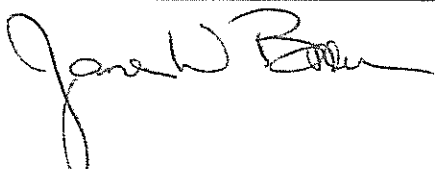
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| Sworn and subscribed before me by: <u>BRIAN LARSON</u> |
| on <u>4-6-2009</u> (date) |
|  |



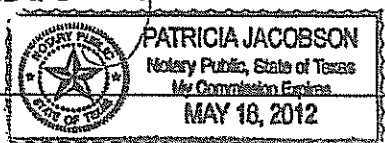


WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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.

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|---|
| 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:  |

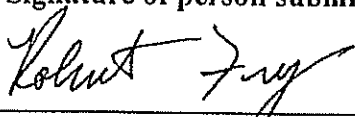
Notarized:

| |
|--|
| Sworn and subscribed before me by: <u>JAMES W. BROWN</u> |
| on <u>4/3/09</u> (date) <u>Patricia Jacobson</u> |
|  |



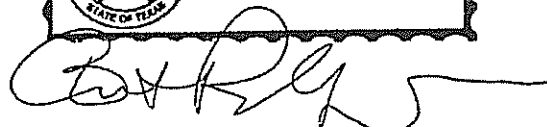
WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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: Robert Fry, P.E., Senior Vice President |
| Name of Company: Datum Engineers, Inc. |
| Date: April 6, 2009 |
| Signature of person submitting form:  |

Notarized:

| |
|--|
| Sworn and subscribed before me by: <u>Robert Fry, P.E.</u> |
| on <u>April 6, 2009</u> (date) |





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

| | | | | | |
|---|---|---|--|--|---|
| Administrative Office 1821 S.E. Inner Loop Suite # 1 Georgetown, TX 78626 OFC 512-943-3200 FAX 512-943-3209 | Juvenile Detention Center 1821 S.E. Inner Loop Suite # 4 Georgetown, TX 78626 OFC 512-943-3 FAX 512-943-3 | Williamson County Academy 1821 S.E. Inner Loop Suite # 3 Georgetown, TX 78626 OFC 512-943-3 FAX 512-943-3 | Cedar Park Satellite Office 350 Discovery Blvd. Suite # 105 Cedar Park, TX OFC 512-260-4230 FAX 512-260-4235 | Round Rock Satellite Office 1300 N. Mays Round Rock, TX 78664 OFC 512-248-3230 FAX 512-248-3236 | Taylor Satellite Office 412 Vance Taylor, TX 76574 OFC 512-238-2130 FAX 512-238-2131 |
|---|---|---|--|--|---|



CITY OF ROUND ROCK

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.

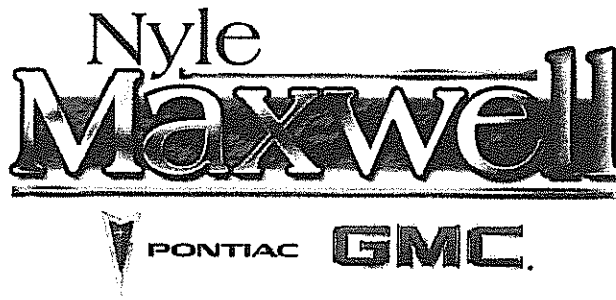
During the next two years, we anticipate contracting again with KAHickman Architects and Interior Designers to complete an expansion of our building in Seguin and construction of a new building in Lockhart.

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,

A handwritten signature in black ink, appearing to read "Nyle Maxwell", written in a cursive style.

Nyle Maxwell



We build strong kids,
strong families,
strong communities.

Board Members

John S. Avery, Sr.
Joe Baker
Jim Boles
William "Billy" Busch
Jesús Chávez
Lisa Copeland
Buddy Crossley
Charlie Culpepper
R. Mark Dietz
Kara Fielder
Doak Fling
Chaz Glace
Tom Glenn
Shaune Haas
Ron Hagood
Raymond Hartfield
David Hays
Mark Hazelwood
Keith Hickman
Warren Jones
Steve Laukhuf
Frank Leffingwell
Bo McKinney
Nyle Maxwell
Carl G. Miller
Jay Miller
Ron Morrison
Felix Munson
Daniel "Danny" Navarro
John Nelson
Cary Rabb
Bruce Scott
Jon Sloan
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Brad Thomas
T. Shaun Tuggle
George White
Robert "Bob" Wunsch

Roy Beard
Board Chair

Jeff Andresen
President/CEO

Chris Colville
**Vice President –
Community Programs**

Jan Hunter
**Vice President –
Finance & Administration**

January 20, 2009

To Whom It May Concern,

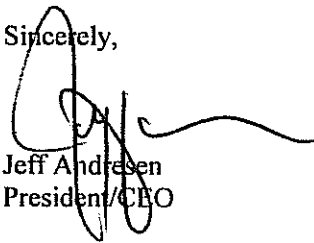
Over the last four years, it has indeed been my privilege to work together with KAHickman Architects & Interior Designers on a variety of construction projects. The staff team at KAH continues to provide an extremely high level of commitment to client service through their attention to detail, flexibility 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

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 / GECC Design / Design Workshop |
| 3. | Douglas K Architecture |
| 4. | Brinkley Sargent Architects |
| 5. | Urban Architecture, HMG & Associates, Walter P. Moore |
| 5. | Civil Eng, Walter P. Moore - Structural Eng, TBG Partners |
| 7. | 5. Kasey O'Leary Interiors |
| 8. | 6. Creation Architecture P.L.L.C. |
| 9. | 7. PGAL |
| 10. | 8. Rotherberg Architecture |
| 11. | 9. Voelker Associates, Inc. |
| 12. | 10. Koman Architects, Inc. |
| 13. | 11. Koman Parrshall Joint Venture |
| 14. | 12. Negrete & Kolar Architecture |
| 15. | 13. Fisher, Heck, Inc. Architects |
| 16. | 14. Kalkreuth Architects & Interior Design |
| 17. | 15. Studio 8 Architects, Inc. |
| 18. | 16. Jackson & Ryan Architects |
| 19. | 17. Eleven Thirteen Architects |
| 20. | 18. KGA Architecture |
| 21. | 19. Spencer Godfrey Architects, Inc. |
| 22. | 20. 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".

R E C I T A L S

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:

T E R M S

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

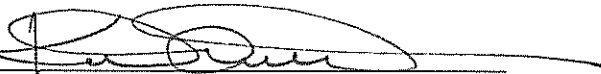
Reviewed as to Form By:

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 – KA Hickman 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 – KA Hickman 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

Gas Service Extension for the New Round Rock Annex
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Gary Wilson
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of July 8, 2009 at 2:00pm in the Purchasing Department to receive bids for the Gas Service Extension for the New Round Rock Annex, Bid #09WC719.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/11/2009 09:30 AM
Final Approval Date: 06/11/2009

Voluntary Duty Pay, B/A, 6/16/09
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|------------------------------|------------|----------|
| | 0100.0000.341220 | Voluntary Duty Rev, SO | \$1,284.21 | 01 |
| | 0100.0000.341226 | Voluntary Duty Rev, Juv Serv | \$152.08 | 02 |
| | 0100.0000.341230 | Voluntary Duty Admin Fee | \$170.21 | 03 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 06/11/2009 09:02 AM
Final Approval Date: 06/11/2009

Voluntary Duty Pay, B/A, 06/16/09
Commissioners Court - Regular Session

Date: 06/16/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|------------------|--------------------|------------|----------|
| | 0100.0560.001117 | Voluntary Duty Pay | \$1,140.00 | 01 |
| | 0100.0560.002010 | FICA | \$87.21 | 02 |
| | 0100.0560.002050 | Worker's Comp | \$57.00 | 03 |
| | 0100.0576.001117 | Voluntary Duty Pay | \$135.00 | 04 |
| | 0100.0576.002010 | FICA | \$10.33 | 05 |
| | 0100.0576.002050 | Worker's Comp | \$6.75 | 06 |

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 06/11/2009 09:06 AM
Final Approval Date: 06/11/2009