

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 30TH, 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 – 18)

5. Discuss and consider approving a line item transfer for the District Attorney

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004932	Trial Expense	\$1000.00	
To	0100.0440.005758	Law Books	\$1000.00	

6. Discuss and consider approving a line item transfer for the District Attorney

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003006	Office Equipment	\$358.28	
To	0100.0440.003005	Office Furniture	\$358.28	

7. Discuss and consider approving a line item transfer for the District Attorney

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004125	Transcripts	285.53	
To	0100.0440.004212	Postage	285.53	

8. Discuss and take appropriate action on line item transfer for ITS:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-005741	Computer Software > \$5,000	\$12,000	1
To	0100-0503-005752	Communications Equip > \$5,000	\$12,000	2

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004419	Non Dept/Prop Ins	\$11,000	
To	0100-0509-004541	Facilities/Vehicle Repair	\$11,000	

10. Discuss and consider approving a line item transfer for JP#1

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004419	Non Dept/Prop Ins	\$30,000	
To	0100-0453-004190	JP#1/Autopsy	\$30,000	

11. Discuss and consider approving a line item transfer for Constable Precinct One:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0551-003002	Vehicle Equipment	\$1000.00	1
To	0100-0551-004541	Vehicle Repairs & Maint	\$1000.00	2

12. Discuss and take action on the Howdy Du Duathlon Road Closure starting at 7:15am on July 19, 2009.
13. Discuss and take action on Road Closure for July 4 on Aquamarine Drive. To provide additional safety for children attending the block party between 3608 and 3600 Aquamarine Drive. All 3 resident/owners support this closure. No driveways to any other residences will be blocked as a result of this closure. Alternate routes to other parts of the neighborhood are available. This will be approximately 240 feet of Aquamarine Drive. Expected head count is 50.
14. Consider closing Kingman Drive from Amasia Drive to Luling Lane, including the intersection at Luling Lane on July 4th, 2009 from 5pm-10pm for a block party and loaning 3 barricades.
15. Consider approving the Treasurer's Report on the Williamson County Finances for May 2009.
16. Consider and take appropriate action on authorizing the transfer of various items including a vehicle through inter-office transfer to various County departments and/auction/donation/destruction.
(Complete list filed with official minutes)
17. Discuss and consider final plat approval for Enclave at the Woods, Pct. 3.
18. Discuss and consider final plat approval for Beck 11 Subdivision, Pct. 1.

REGULAR AGENDA

19. Discuss and take appropriate action on road bond program.
20. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
21. Discuss and take appropriate action on lease agreement for Commissioner, Pct. 1.

22. Discuss and consider approving request for a one day retreat at Reunion Ranch for the tax office staff in October 2009.
23. Consider accepting a donation of \$100 for Memorial Tree planting in memory of Troy Bijou from the employees of the Williamson County Juvenile Services.
24. Discuss and take appropriate action to approve letter of intent to convey + or - 5 acres of land for match requirements for the City of Taylor for a Texas Parks and Wildlife Department Indoor Recreation Grant.
25. Discuss and take appropriate action on an Interlocal Agreement (ILA) between the County and City of Taylor for funding a portion of construction of the East Williamson County Park.
26. Discuss and take appropriate action on Public Access, Utility and Drainage Easement and an Ingress and Egress Easement for the City of Taylor in conjunction with operations associated with the East Williamson County Park.
27. Discuss and take appropriate action on City of Taylor Zoning Change Application for a Special Use Permit to allow Communications tower height on Taylor Annex to be extended by 10 feet.
28. Consider approving the extension of the bank depository contract.
29. Consider awarding contract to BWM Group, LP, for LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY WILLIAMS TRACT PARK, RFQ# 09WCRFQ904. The not-to-exceed cost for this project is \$65,000.
30. Consider awarding bids received for Bid # 09WC718, BYERS' HOUSE REPAIRS, to the lowest and best bidder meeting specifications, Piatra, Inc.
31. Consider authorizing advertising and setting date of August 12, 2009 at 2:00pm in the Purchasing Department to receive proposals for Public Safety Technology Program for CAD, MDCS/AVL, LERMS/FBR and FRMS Data Consolidation, Proposal #09WCP817.
32. Discuss and take appropriate action on Letter of Agreement with TexHealth Central Texas, Inc. for participation in the Central Texas Regional Health Coverage Project.

33. Discuss and take appropriate action regarding the FM 1460 Development Agreement between Avery Centre DevCo, Inc., RDW Holdings, Inc. d/b/a Waterstone Development Group and Williamson County.

EXECUTIVE SESSION

34. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
35. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
36. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
37. Discuss and take appropriate action on real estate.
38. Discuss and take appropriate action on pending or contemplated litigation.
39. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
40. 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: 06/30/2009
 Submitted By: Sandi Andrews, District Attorney
 Submitted For: Sandi Andrews
 Department: District Attorney
 Agenda Category: Consent

Information

Agenda Item

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

Background

Although we request funds for the Law Book Line Item based upon recommendations from the Law Library assistants, it is a difficult to determine how much of an increase will be forthcoming from year to year. Over the last few years there have been an amount what we thought would be sufficient funds at the beginning of the budget process last year, however the costs have again increased beyond what was anticipated. We continue to ordered only what is absolutely necessary to keep our law library current.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004932	Trial Expense	\$1000.00	
To	0100.0440.005758	Law Books	\$1000.00	

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	06/23/2009 11:01 AM	APRV

Form Started By: Sandi Andrews
 Started On: 06/04/2009 04:13 PM

Final Approval Date: 06/23/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/30/2009
 Submitted By: Sandi Andrews, District Attorney
 Submitted For: Sandi Andrews
 Department: District Attorney
 Agenda Category: Consent

Information

Agenda Item

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

Background

Line Item Transfer is requested to replace three office chairs which are old, worn, less than functional and unable to be repaired.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003006	Office Equipment	\$358.28	
To	0100.0440.003005	Office Furniture	\$358.28	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/17/2009 04:39 PM	APRV
4	Budget	Ashlie Koenig	06/23/2009 11:02 AM	APRV

Form Started By: Sandi Andrews
 Started On: 06/16/2009 04:11 PM

Final Approval Date: 06/23/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/30/2009
 Submitted By: Sandi Andrews, District Attorney
 Submitted For: Sandi Andrews
 Department: District Attorney
 Agenda Category: Consent

Information

Agenda Item

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

Background

The District Attorney's Office is requesting a Line Item Transfer from Transcripts line item to Postage line item. A new rental postage meter has been installed in the District Attorney's office, as the main postage machine has been removed from the Justice Center. The meter has been loaded with \$1000.00 in postage funds. A Line Item Transfer of \$285.53 is requested to cover the total amount of \$1000.00 for the postage meter funds.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004125	Transcripts	285.53	
To	0100.0440.004212	Postage	285.53	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/22/2009 02:27 PM	APRV
4	Budget	Ashlie Koenig	06/23/2009 11:05 AM	APRV

Form Started By: Sandi Andrews
 Started On: 06/22/2009 10:40 AM

Final Approval Date: 06/23/2009

LIT for Taylor Radio Tower
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on line item transfer for ITS:

Background

The recent storms damaged one of our radios on the CR116/Rabbit Hill tower. These radios form the wide area network for the County, allowing the outlying offices to connect to the County data and voice network. With this radio damaged, Taylor is no longer connected to the network via the radios. They are utilizing the much slower backup route via a T1/phone line. In assessing that link, we discovered that trees are encroaching on the line-of-site between the Taylor Annex and the Rabbit Hill tower, therefore, requiring us to raise the height of the antenna on the Taylor Annex (see Special Use Permit agenda item later on the agenda).

The funds being transferred are to purchase and mount the new tower and mount and align the new radios.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-005741	Computer Software > \$5,000	\$12,000	1
To	0100-0503-005752	Communications Equip > \$5,000	\$12,000	2

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jay Schade
Started On: 06/25/2009 08:30 AM
Final Approval Date: 06/25/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/30/2009

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 will cover necessary repairs to a vehicle involved in an accident, bending the frame. Vehicle was a 2008 with a purchase price of \$20K with 20K miles on it currently. Depreciated price is \$17,250.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004419	Non Dept/Prop Ins	\$11,000	
To	0100-0509-004541	Facilities/Vehicle Repair	\$11,000	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 06/23/2009 11:10 AM

Final Approval Date: 06/23/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/30/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP#1

Background

The autopsy line item budgeted for 2008-2009 has been depleted. Since the number of deaths, and from that number, the number of autopsies are difficult to project, we sometimes need to have funds added to complete the current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004419	Non Dept/Prop Ins	\$30,000	
To	0100-0453-004190	JP#1/Autopsy	\$30,000	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 06/23/2009 11:07 AM

Final Approval Date: 06/23/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/30/2009
 Submitted By: Robert Woodring, Constable Pct. #1
 Submitted For: Robert Woodring
 Department: Constable Pct. #1
 Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is to cover unforeseen vehicle repairs over and above normal maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0551-003002	Vehicle Equipment	\$1000.00	1
To	0100-0551-004541	Vehicle Repairs & Maint	\$1000.00	2

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/19/2009 03:06 PM	APRV
4	Budget	Ashlie Koenig	06/23/2009 03:34 PM	APRV

Form Started By: Robert Woodring
 Started On: 06/19/2009 02:51 PM

Final Approval Date: 06/23/2009

Discuss and take action on the Howdy Du Duathlon Road Closure
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on the Howdy Du Duathlon Road Closure starting at 7:15am on July 19, 2009.

Background

This item has been through the Road Closure Process and approved by all entities. The Road Closure route is Berry Springs Park, right on CR152, right into shoulder of Toll 130 service road, right into shoulder of I-35 service road, right onto CR150, right onto CR140, right onto CR152 back to Berry Springs Park. This is a 3 mile Run/17 mile Bike/3mile run. Racers will only be on the public roads for approximately 1.5 hours and headcount is expected at 200.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Terri Countess Started On: 06/18/2009 02:10 PM
Final Approval Date: 06/19/2009

Discuss and take action on Road Closure for July 4 on Aquamarine Drive
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on Road Closure for July 4 on Aquamarine Drive. To provide additional safety for children attending the block party between 3608 and 3600 Aquamarine Drive. All 3 resident/owners support this closure. No driveways to any other residences will be blocked as a result of this closure. Alternate routes to other parts of the neighborhood are available. This will be approximately 240 feet of Aquamarine Drive. Expected head count is 50.

Background

This request has been through the Road Closure Process.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Aquamarine Map](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 06/24/2009 04:40 PM
Final Approval Date: 06/25/2009

Proposed Road Closure



PHASING PLAN

① PROPOSED PHASE
 --- PHASE LINE

PHASING NOTES:
 1) PHASES 2, 3 AND 4 MAY PROCEED
 NON-SEQUENTIALLY AFTER PHASE ONE.

Road Closure

Commissioners Court - Regular Session

Date: 06/30/2009
 Submitted By: Tammy Smith, Commissioner Pct. #1
 Submitted For: Tammy Smith
 Department: Commissioner Pct. #1
 Agenda Category: Consent

Information

Agenda Item

Consider closing Kingman Drive from Amasia Drive to Luling Lane, including the intersection at Luling Lane on July 4th, 2009 from 5pm-10pm for a block party and loaning 3 barricades.

Background

Kingman Drive Block Party

They would like to block off Kingman Drive from Amasia Drive to Luling Lane and include the intersection of Luling Lane. They will need 3 barricades delivered to 13309 Kingman Drive, Austin, Texas 78729 on Thursday, July 2nd.

Date: July 4th, 2009

Time: 5pm-10pm

Contact person:

Jennifer Doyle

13309 Kingman Drive

Austin, Texas 78729

512.401.9842

512.788.2022 cell

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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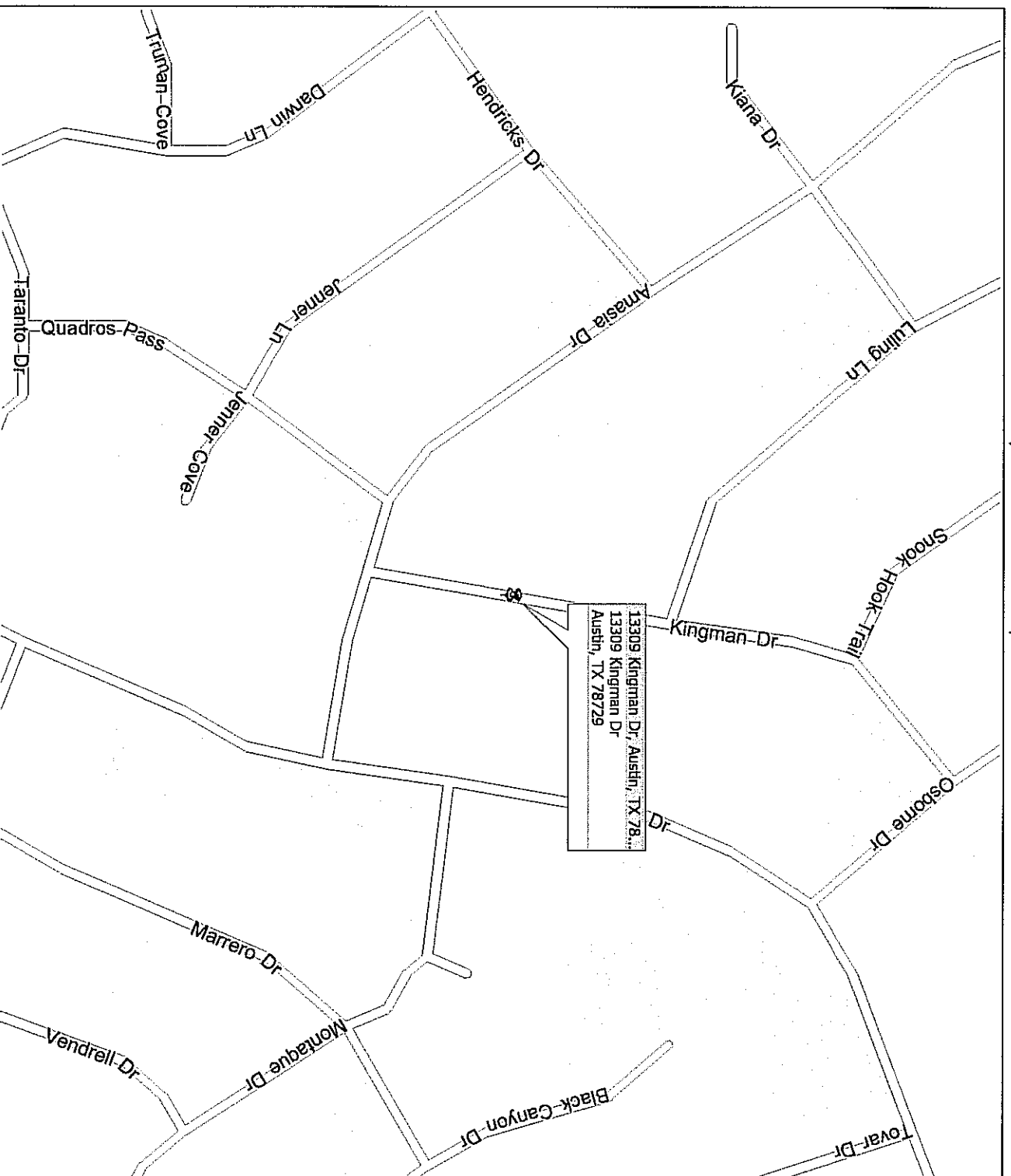
Attachments

Link: [Map](#)

Form Routing/Status

Form Started By: Tammy Smith
 Started On: 06/23/2009 09:58 AM
 Final Approval Date: 06/25/2009

Texas, United States, North America



Treasurer's Report on the Williamson County Finances May 2009
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for May 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Treasuer's Report May 2009](#)

Form Routing/Status

Form Started By: Celia Villarreal
Started On: 06/22/2009 11:36 AM
Final Approval Date: 06/22/2009

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF VIVIAN L. WOOD
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
MAY TERM 2009

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2009, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **MAY 2009**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$439,840,814.86.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2009.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance MAY 31, 2009
GENERAL FUND	\$ 29,921,239.58
ROAD & BRIDGE	\$ 10,295,413.20
DEBT SERVICE	\$ 7,514,330.00
TOBACCO FUNDS	\$ 3,265,016.72
CO RECORDS ARCHIVE	\$ 1,000,000.00
WC SH45 FUND	\$ 1,500,062.50
2008 TAN	\$ 4,859,166.67
CAPITAL PROJECTS FUND	\$ 143,028,510.84
TOTAL	\$ 201,383,739.51

**WILLIAMSON COUNTY
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

ACCOUNT NAME	TEXPOOL BALANCE 5/31/09	TEXPOOL PRIME BALANCE 5/31/09	TEXSTAR BALANCE 5/31/09	GRAND TOTAL
COURTHOUSE SECURITY	77,304.18			77,304.18
COUNTY RMP	843,852.46			843,852.46
GENERAL FUND	34,379.28	39,754,574.59		39,788,953.87
LIBRARY FUND	602,170.76			602,170.76
COURT REPORTER SVC	682,926.37			682,926.37
TOBACCO FUNDS	28,336.46	896,039.93		924,376.39
KARST	699,928.36			699,928.36
CO RECORD ARCHIVE	604,501.98			604,501.98
ROAD AND BRIDGE	24,346.27	7,928,477.48		7,952,823.75
TOTAL CO'S & BOND	272,397.62	111,789,774.43	4,588,939.95	116,651,112.00
DEBT SERVICE	482,685.70	37,127,401.07		37,610,086.77
BENEFITS	13,093.03	1,752,518.22		1,765,611.25
2008 TAN	97,240.52	4,727,914.65		4,825,155.17
*RESTRICTED FUNDS	1,885,177.85			1,885,177.85
TOTALS	6,348,340.84	203,976,700.37	4,588,939.95	214,913,981.16

*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation May 31, 2009	
GENERAL FUND	\$	22,249,085.48
PAYROLL	\$	1,030,400.17
CSCD TREASURER	\$	263,608.54
TOTAL	\$	23,543,094.19

Bank Statement Reconciliation Report
Ending May 31, 2009
GENERAL FUND ACCOUNT

BALANCE PER BANK	\$	23,327,879.09
ADD:		
OUTSTANDING DEPOSITS	\$	1,245.00
SUBTRACT:		
OUTSTANDING CHECKS	\$	(1,080,037.61)
JP1 CORRECTION		(1.00)
RECONCILED BANK BALANCE	\$	<u>22,249,085.48</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	22,238,166.95
ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL JUNE 2009	\$	3,240.75
SUBTRACT:	\$	
BANK INTEREST 0.395%	\$	7,677.78
RECONCILED BOOK BALANCE	\$	<u>22,249,085.48</u>

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

Bank Statement Reconciliation Report
Ending May 31, 2009
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$	1,072,865.64
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(12,939.35)
ESCROW OUTSTANDING CHECKS	\$	(29,526.12)
ADJUSTMENTS:		

RECONCILED BANK BALANCE	\$	<u>1,030,400.17</u>
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BOOK BALANCE	\$	1,030,400.17
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ADD:		
OUTSTANDING DEPOSITS	\$	0.00

BANK INTEREST EARNED \$515.37 at 0.395%
(Payroll interest is *NOT* considered revenue by the Auditors.)

ADJUSTMENTS:		
ADD:	\$	0.00
SUBTRACT:		
	\$	0.00

RECONCILED BOOK BALANCE	\$	<u>1,030,400.17</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

Bank Statement Reconciliation Report
Ending May 31, 2009
CSCD ACCOUNT

BALANCE PER BANK	\$	287,959.84
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(24,351.30)
 RECONCILED BANK BALANCE	\$	<u>263,608.54</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	263,531.21
ADD:		
OUTSTANDING DEPOSIT	\$	0.00
 SUBTRACT:		
	\$	0.00
 BANK INTEREST 0.395%	\$	77.33
 RECONCILED BOOK BALANCE	\$	<u>263,608.54</u>
 TOTAL DIFFERENCE IN BOOK FROM THE BANK	 \$	 <u>0.00</u>

NOTES:

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL May 2009
TOTAL TAXES	\$ 621,649.89
TOTAL FEES OF OFFICE	\$ 800,447.58
TOTAL FINES AND FORFEITURES	\$ 388,724.93
TOTAL CHARGES FOR SERVICES	\$ 814,217.40
TOTAL INTERGOVERNMENTAL	\$ 281,216.15
TOTAL INVESTMENT INCOME/OTHER	\$ 328,570.60
<hr/>	
TOTAL REVENUES	\$ 3,234,826.55

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL May 2009
TOTAL GENERAL GOVERNMENT	\$ 1,463,449.33
TOTAL PUBLIC SAFETY	\$ 4,647,772.92
TOTAL JUDICIAL	\$ 1,228,135.99
TOTAL COMMUNITY SERVICES	\$ 911,302.05
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TOTAL EXPENDITURES	\$ 8,250,660.29

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

Consent Agenda

Commissioners Court - Regular Session

Date: 06/30/2009

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 a vehicle through inter-office transfer to various County departments and/auction/donation/destruction.

(Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Bob Space	06/24/2009 11:06 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	06/25/2009 09:02 AM	APRV

Form Started By: Ursula Stone
Started On: 06/18/2009 10:21 AM

Final Approval Date: 06/25/2009

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
53	Class B short sleeve shirts (stained, torn, used, faded)	no id #	no tag #	Non-Working
49	Class A long sleeve shirts (stained, torn, used, faded)	no id #	no tag #	Non-Working
1	BDU long sleeve camo shirt (faded, used)	no id #	no tag #	Non-Working
3	BDU pants (faded, torn, used)	no id #	no tag #	Non-Working
				Non-Working
				Non-Working
				Non-Working
	*all insignias have been removed - unsuitable for reissue			Non-Working

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

Transferor - Elected Official/Department Head/Authorized Staff:

L.C. Marshall

Print Name

Signature

Date May 5, 2009

Contact Person:

Patricia Amison

Print Name

+1 (512) 943-1349

Phone Number

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

Transferee - Elected Official/Department Head/ auction and no bids are made, the Purchasing Director

Authorized Staff OR Donor - Representative: (If being may dispose of or donate these assets.

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets 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	Base/stand for computer monitor	n/a	n/a	Working
1	Automatic stapler Model: 43066	n/a	n/a	Non-Working
1	ALCOTOX Alcohol Tester	A01013	n/a	Non-Working
1	Emerson VCR Model: VCR885	312-9Z10954	b/c #00666	Non-Working
1	Sanyo VCR Model: VWM-690	27571865	b/c #00665	Non-Working

Parties involved:

FROM (Transferor Department): 560 L.E./Training

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

L.C. Marshall

Patricia Amlson 6.18.09

Print Name

Print Name

Signature

Date +1 (512) 943-1349
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.

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

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

Williamson County

Asset Status Change Form

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

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets 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	Wireless receiver and mouse	1091505-00000	n/a	Unknown
1	Deil mouse	M056U0 sn: 452078644	n/a	Unknown
1	Sharp battery charger	Z12332941E	n/a	Unknown
1	Sharp viewcam videocam w carrier	sn: 303323636	n/a	Unknown
1	plastic gold color eagle flag topper	n/a	n/a	Working

Parties involved:

FROM (Transferor Department): 560 L.E./Training

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

L.C. Marshall

Patricia Amison 6.18.09

Print Name

Print Name

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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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

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- ☐ 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	2003 Dell computer monitor Model: M782	MY-08G157-47603-329-BTRX	n/a	Non-Working
1	Kustom HR-12 radar gun	AA11379	n/a	Non-Working
2	Audio Video Wireless Distribution Systems Archer Transmitter	5774767 and 8577402	n/a	Non-Working
1	Video converter	n/a	n/a	Non-Working
1	Radio Shack RF Modulator	2241840	n/a	Non-Working

Parties involved:

FROM (Transferor Department): 560 L.E./Training

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name

Signature

Contact Person:

Patricia Amison 6.18.09

Print Name

+1 (512) 943-1349

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

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Williamson County

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- ☐ 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)
14	Polo shirts (worn,torn,faded,stained)	no id #	no tag #	Non-Working
5	Class B short sleeve shirts (stained,torn,used)	no id #	no tag #	Non-Working
1	Body armor carrier tan (worn,not reusable)	no id #	no tag #	Non-Working
12	Pair duty pants navy w red stripe (worn,torn,stained)	no id #	no tag #	Non-Working
	all insignias have been removed - not suitable for reissue			

Parties involved:

FROM (Transferor Department): 560 Law Enforcement Inventory

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

L.C. Marshall

Patricia Amison 6.15.09

Print Name

Print Name

Signature

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

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Williamson County

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

☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county

☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
20	BDU pants (used, stained, faded)	no id #	no tag #	Non-Working
8	Tactical tan s/s (used, stained, torn)	no id #	no tag #	Non-Working
2	Class B tan shirts (used, stained, faded)	no id #	no tag #	Non-Working
	All insignias have been removed			

Parties involved:

FROM (Transferor Department): 570- Corrections

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C Marshall

Print Name

Signature

Contact Person:

Marla Barraza

Print Name

+1 (152) 194-3132

Date Phone Number

JUN 18 2009

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

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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	2003 27" Sharp Television Model # 25R- S100	Serial # 308814164	no tag #	Non-Working

Parties involved:

FROM (Transferor Department): 570- Corrections- Inmate Trust Fund

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name

Signature

Contact Person:

JUN 18 2009

Maria Barraza

Print Name

+1 (512) 943-1324

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.

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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

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- ☐ 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	HP deskjet 6127 model: VCVRA-0201	sn: MY3AH3B1BT	no tag #	Non-Working
1	Quick shade instant canopy (canopy torn, cannot mend)	no id #	no tag #	Non-Working
1	HP scanjet 5590 model: FCLSD-0406	sn: CN7B2TR0T1	no tag #	Non-Working

Parties Involved:

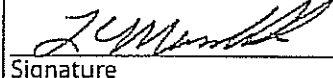
FROM (Transferor Department): 560 Law Enforcement Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name



Signature

Contact Person:

Patricia Amison 6.17.09

Print Name

+1 (512) 943-1349

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

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

Williamson County

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- ☐ 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	Victor 1220-4 Calculator			Non-Working
1	Palm T/X Handheld Device	PN70UJ6V057		Non-Working
1	Palm T/X Handheld Device	PN70UJ6V01K		Non-Working

Parties involved:

FROM (Transferor Department): Mobile Outreach

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Annie Burwell

Jeanne Williby

Print Name

Print Name

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

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Forward to County Auditor's Office

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

Williamson County

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- ☐ 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	Canon Power Shot A520 Camera	0929108980	01098	Non-Working
1	Olympus digital voice recorder WS-100	100150185	none	Non-Working

Parties involved:

FROM (Transferor Department): 560 LE. - CID

Transferor - Elected Official/Department Head/
Authorized Staff:

Captain Richard Blake
Print Name

Contact Person:

Patricia Amison
Print Name

June 11, 2009 +1 (512) 943-1345
Date Phone Number

Signature

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.)

T
Print Name

Contact Person:

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.

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Williamson County

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☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
53	Class B short sleeve shirts (stained, torn, used, faded)	no id #	no tag #	Non-Working
49	Class A long sleeve shirts (stained, torn, used)	no id #	no tag #	Non-Working
1	BDU long sleeve camo shirt (faded, used)	no id #	no tag #	Non-Working
3	BDU pants (faded, torn, used)	no id #	no tag #	Non-Working
*all insignias have been removed - unsuitable for reissue				

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

L.C. MARSHALL

Patricia Amison 6.12.09

Print Name

Print Name

L.C. Marshall

6-15-09

+1 (512) 943-1349

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county

☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to
Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working, Unknown)
12	S/S clerk shirts (stained, torn, used)	no id #	no tag #	Non-Working
21	Tactical tan shirts s/s (worn, faded, stained)	no id #	no tag #	Non-Working
5	Tactical white shirts s/s (faded, stained, torn)	no id #	no tag #	Non-Working
3	Class A pants (stained, torn)	no id #	no tag #	Non-Working
All insignias have been removed Pg 3 of 4				

Parties involved:

FROM (Transferor Department): 570 Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

JUN 15 2009

L.C. Marshall

Print Name

Maria Barraza

Print Name

24 Marshall

Signature

6-15-09

Date

512 943-1324

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

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

Williamson County

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☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county

☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to
Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
2	Baseball Caps (faded, torn)	no id #	no tag #	Non-Working
1	Winter jacket (stained)	no id #	no tag #	Non-Working
	All insignias have been removed Pg 4 of 4			

Parties involved:

FROM (Transferor Department): 570 Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name

L.C. Marshall

Signature

Contact Person:

Maria Barraza

Print Name

+1 (512) 943-1324

Phone Number

JUN 15 2009

Date

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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Williamson County

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- ☐ 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)
3	Class B s/s shirts (stained, torn, used)	no id #	no tag #	Non-Working
4	Polo shirts (worn, faded, stained)	no id #	no tag #	Non-Working
1	2007 Durabrand Television Model # DTV 1307	no id #	no tag #	Non-Working
23	BDU pants (used, stained, faded, torn)	no id #	no tag #	Non-Working
All insignias have been removed Pg 2 of 4				

Parties involved:

FROM (Transferor Department): 570 Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

JUN 15 2009

L.C. Marshall

Maria Barraza

Print Name

Print Name

JC Marshall

6-15-09

(512) 943-1324

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county

☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to
Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
9	Pair BDU pants (worn, faded, torn)	no id #	no tag#	Non-Working
4	Tactical white shirts s/s (worn, stained, torn)	no id #	no tag #	Non-Working
1	Baseball caps (stained)	no id #	no tag #	Non-Working
3	Tactical tan shirts s/s (worn, stained, torn)	no id #	no tag #	Non-Working
	All Insignias have been removed. Pg1 of 4	no id #	no tag	Non-Working

Parties involved:

FROM (Transferor Department): 570 Correction Inventory

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name

Contact Person:

Maria Barraza

Print Name

JUN 15 2009

L.C. Marshall

Signature

6-15-09 (512) 943-1324

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

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	ViewSonic N4285p - 42" LCD TV	QUM082110597		Working

Parties involved:

FROM (Transferor Department): MOBILE OUTREACH

Transferor - Elected Official/Department Head/Authorized Staff:

ANNIE BURWELL

Print Name

Annie Burwell

Signature

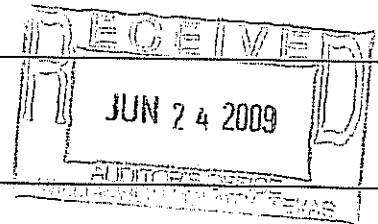
Contact Person:

JEANNE WILLIBY

Print Name

943-3588

Date Phone Number



TO (Transferee Department/Auction/Trade-in/Donee): SHERIFF'S OFFICE

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

Lt. James D. Carnow

Print Name

Lt. James D. Carnow

Signature

Contact Person:

Print Name

943-1326

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

☐ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to
Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working, Unknown)
1	DELL XFR0630 COMPUTER	G8R4HH1		Working

Parties Involved:

FROM (Transferor Department): MOBILE OUTREACH

Transferor - Elected Official/Department Head/
Authorized Staff:

ANNIE BURWELL

Print Name

Signature

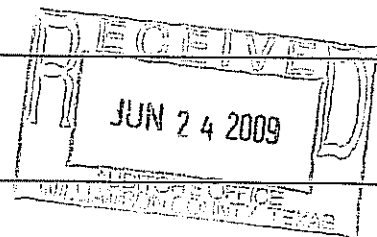
Contact Person:

JEANNE WILLIBY

Print Name

943-3588

Date Phone Number



TO (Transferee Department/Auction/Trade-in/Donor): SHERIFF'S OFFICE

Transferee - Elected Official/Department Head/

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

LT James D. Carmona

Print Name

Signature

Contact Person:

Print Name

943-7326

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)
1	Canon Faxphone L170	SPN 499b3		Working

Parties involved:

FROM (Transferor Department): Mobile Outreach

Transferor - Elected Official/Department Head/
Authorized Staff:

Annie Burwell

Print Name

Signature

Contact Person:

Jeanne Williby

Print Name

943-3588

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): County Attorney's Office

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

JANA DUTY

Print Name

Signature

Contact Person:

VICKI VICKERS

Print Name

X 1112

June 16, 2009

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 Vehicle Retirement Form

Identify Vehicle:

1GNEC13Z12J329016 5206
Vehicle Identification Number Door Number

841165 2002 CHEVROLET TAHOE WHITE
License Plate Number Year Make Model Color

Driver Assigned to Vehicle 552
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 91,617
- ☐ 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, 15, 09

Print Dale Vannoy

RANDOLPH DOYER

Signature

Randolph Dyer for Dale Vannoy

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

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

Print

Mike Fox

Signature

Date

6, 4, 09



Texas Association of Counties
County Government Risk Management Pool

Automobile Liability Loss Report

Member: Williamson County Control No.: _____
Address: 301 SE Inner Loop ^{SE} 108 City: Georgetown State: TX Zipcode: 78626
Contact Person: Joyce Nemecek
Telephone Number: 512-943-1532
Date of Incident: 3-27-09 Time of Incident: 12:22pm
Location: W South St & Katherine Way, Leander, TX
Description: see attached police rpt

MEMBER VEHICLE

1GNEC132123329016
Year: 02 Make: Chev Model: Tahoe VIN # _____ Damage: RFA, hood, wheel
Member Driver: Richard Cottenman Department: Const 2-552
Telephone No: 512-260-4210
Address: 350 Discovery Blvd City: Cedar Park State: TX Zipcode: 78613

PROPERTY DAMAGE

Year: 01 Make: Ford Model: F-350 Damage: 1-FR-4
Lienholder: _____

Other Driver's Name: Doyle W. Bonnet Telephone No: 512-517-4214
Address: 24400 Sheephollow Trail City: Leander State: TX Zipcode: 78641

Other Owner's Name (if different than driver): _____ Telephone No: _____
Address: _____ City: _____ State: TX Zipcode: _____

Injured Parties Name: _____ Telephone No: _____
Address: _____ City: _____ State: TX Zipcode: _____

Witness Name: _____ Telephone No: _____
Address: _____ City: _____ State: TX Zipcode: _____

Other Information: _____

Reported by: Ross Brown Reported to: Joyce Nemecek Date: 4-3-09



WILLIAMSON COUNTY
FLEET INCIDENT / CRASH / VANDALISM REPORT
(Page 2 of 3)

Were Any Personal Injuries Sustained by Parties Involved? ☐ Yes / ☒ No

If YES,
Describe:

Were Any Pictures Taken? ☐ Yes / ☒ No

Investigating Officer's Name on Scene C.R. HAUCK

Investigating Officer's Department: DPS HP

General Description of Incident / Crash / Vandalism: Driver of Unit #1 was driving West on W. South Street and Driver of Unit #2 was driving East on W. South Street. Unit #1 failed to Yield Right of Way turning left to Unit #2 and attempted to turn in front of Unit #2 onto Katherine Way. Unit #2's front right struck Unit #1's right front quarter, disabling both vehicles.

General Description of vehicle / equipment damage: Right front quarter, hood and wheel area.

Remarks:

Is / Will the vehicle be out of service due to incident? ☒ Yes / ☐ No

Location of the Vehicle: Cedar Park Body & Frame, Cedar Park, TX

Prepared by: Ross Brown

Title: SGT

Date: 04/03/09

-----BELOW FOR FLEET SERVICE USE -----

Date in shop:

Date out of shop:

Repair cost: \$

Prepared by / Title



WILLIAMSON COUNTY
FLEET INCIDENT / CRASH / VANDALISM REPORT
(Page 3 of 3)

MULTIPLE VEHICLE INCIDENTS / CRASHES:

OTHER VEHICLE INVOLVED (vehicle # 3)

Driver's Name of Vehicle # 3: _____

Driver's License # of Vehicle # 3: _____

Insurance Company of Vehicle # 3: _____

Insurance Policy #: _____

Address of Other Driver: _____

Phone of Other Driver: _____

Number of Passengers in Other Vehicle _____

Approximate Ages of Passengers _____

Type of Vehicle: _____ Model: _____ License #: _____

OTHER VEHICLE INVOLVED (vehicle # 4)

Driver's Name of Vehicle # 4: _____

Driver's License # of Vehicle # 4: _____

Insurance Company of Vehicle # 4: _____

Insurance Policy #: _____

Address of Other Driver: _____

Phone of Other Driver: _____

Number of Passengers in Other Vehicle _____

Approximate Ages of Passengers _____

Type of Vehicle: _____ Model: _____ License #: _____

If more than 4 vehicles were involved, continue with this information on the back of this page or a separate attachment.



Form CR-4
(Rev. 03/00)
(24) D-EPC

Submission of Crash Records: This report may be submitted via the CRIS Web Portal, electronically submitted via XML, or by mailing to the Texas Department of Transportation, Crash Records, PO Box 148349, Austin, TX 78714
Questions? Call: 512/486-5780

PAGE 1 OF 2

PLACE WHERE CRASH OCCURRED		COUNTY		WILLIAMSON		CITY OR TOWN		LEANDER		LOC#		ORI #		TXDOT #	
IF CRASH WAS OUTSIDE CITY LIMITS INDICATE FROM NEAREST TOWN		MILES		N		S		E		W		OF			
ROAD ON WHICH CRASH OCCURRED		BLOCK NUMBER		WEST SOUTH ST.		STREET OR ROAD NAME		ROUTE NUMBER OR STREET CODE		CONSTRUCTION ZONE WORKERS PRESENT		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		SPEED LIMIT	
INTERSECTING STREET OR R/R XING NUMBER		BLOCK NUMBER		KATHERINE WAY		STREET OR ROAD NAME		ROUTE NUMBER OR STREET CODE		CONSTRUCTION ZONE WORKERS PRESENT		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		SPEED LIMIT	
NOT AT INTERSECTION		<input type="checkbox"/> FT. <input type="checkbox"/> ML. <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W		OF		MILEPOST		LATITUDE		30.57427		LONGITUDE		-97.86632	
DATE OF CRASH		MARCH		27		2009		DAY OF WEEK		FRIDAY		HOUR		12:22	
LIMIT #		1		1-MOTOR VEHICLE		4-PEDESTRIAN		7-NON-CONTACT		VTR#		1GNEC13Z121329016		ALTERED VEHICLE HEIGHT	
YEAR MODEL		2002		COLOR & MAKE		BLACK/WHITE CHEVROLET		MODEL NAME		TAHOE		BODY STYLE		SUV	
DRIVER'S NAME		COFFMAN RICHARD		T		350 DISCOVERY BLVD., CEDAR PARK, TX 78613		512-260-4210							
DRIVER'S LICENSE		TX		14628284		C		N/A		A		11/6/49		LICENSE STATUS	
DRIVER'S ETHNICITY		1		1-WHITE		4-ASIAN		DRIVER'S SEX		<input checked="" type="checkbox"/> MALE		DRIVER'S OCCUPATION		PEACE OFFICER	
TYPE OF ALCOHOL SPECIMEN TAKEN		1-BREATH		2-BLOOD		3-URINE		4-NONE		5-REFUSED		4		TEST RESULTS	
TYPE OF DRUG SPECIMEN TAKEN		1-BLOOD		2-URINE		3-NONE		4-REFUSED		3		TEST RESULTS		DRUG CATEGORY	
LESSOR		<input checked="" type="checkbox"/> OWNER		WILLIAMSON COUNTY, CONSTABLE OFFICE #2		350 DISCOVERY BLVD., CEDAR PARK, TX 78613									
LIABILITY INSURANCE		<input checked="" type="checkbox"/> YES		<input checked="" type="checkbox"/> NO		EXEMPT - GOVERNMENT OWNED		VEHICLE DAMAGE RATING		2-RQ-6					
LIMIT #		2		1-MOTOR VEHICLE		4-PEDESTRIAN		7-NON-CONTACT		VTR#		1FTSW31F41EB41928		ALTERED VEHICLE HEIGHT	
YEAR MODEL		2001		COLOR & MAKE		BLACK FORD		MODEL NAME		F-350		BODY STYLE		PU	
DRIVER'S NAME		BONNET DOYLE		W		24400 SHEEPHOLLOW TRL, LEANDER, TX 78641		512-517-4214							
DRIVER'S LICENSE		TX		07261445		C		N/A		N/A		9/19/52		LICENSE STATUS	
DRIVER'S ETHNICITY		1		1-WHITE		4-ASIAN		DRIVER'S SEX		<input checked="" type="checkbox"/> MALE		DRIVER'S OCCUPATION		OTHER	
TYPE OF ALCOHOL SPECIMEN TAKEN		1-BREATH		2-BLOOD		3-URINE		4-NONE		5-REFUSED		4		TEST RESULTS	
TYPE OF DRUG SPECIMEN TAKEN		1-BLOOD		2-URINE		3-NONE		4-REFUSED		3		TEST RESULTS		DRUG CATEGORY	
LESSOR		<input checked="" type="checkbox"/> OWNER		BONNET, DOYLE W.		24400 SHEEPHOLLOW TRL, LEANDER, TX 78641									
LIABILITY INSURANCE		<input checked="" type="checkbox"/> YES		<input checked="" type="checkbox"/> NO		FARMERS (800) 987-3798		23545992		VEHICLE DAMAGE RATING		1-FR-4			
DAMAGE TO PROPERTY OTHER THAN VEHICLES		NONE													
OBJECTS		NAME AND ADDRESS OF OWNER		FEET FROM CURB		DAMAGE ESTIMATE									
IN YOUR OPINION, DID THIS CRASH RESULT IN AT LEAST \$1,000.00 DAMAGE TO ANY ONE PERSON'S PROPERTY?		<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO											
CHARGES FILED		NAME		CHARGE		CITATION#									
NAME		CHARGE		CITATION#											
TIME NOTIFIED OF CRASH		3/27/09		12:25 PM		HOW		DISPATCHED		TIME ARRIVED AT SCENE		3/27/09		12:59 PM	
DATE OF REPORT		3/27/09													
TYPED OR PRINTED		C. P. HALICK		11846		TXDC - UP		REPORT		<input checked="" type="checkbox"/> YES					

SEAT POSITION		SOLICITATION		EJECTED	RESTRAINT USED	AIRBAG	HELMET USE	INJURY SEVERITY
1-FRONT LEFT 2-FRONT CENTER 3-FRONT RIGHT 4-SECOND SEAT LEFT 5-SECOND SEAT CENTER 6-SECOND SEAT RIGHT	7-THIRD SEAT LEFT 8-THIRD SEAT CENTER 9-THIRD SEAT RIGHT 10-CARGO AREA 11-OUTSIDE VEHICLE 12-UNKNOWN	INDICATED A PERSON'S DESIRE TO RECEIVE CONTACT FROM PERSONS SEEKING PROFESSIONAL EMPLOYMENT AS FOR AN ATTORNEY, CHIROPRACTOR, PHYSICIAN, RHTHGOON, PRIVATE INVESTIGATOR, OR ANY OTHER PERSON REGISTERED OR LICENSED BY A HEALTH CARE REGULATORY AGENCY (Y=SUBJECT, N=NO SOLICIT)		1-NONE 2-YES 3-YES, PARTIAL 4-NOT APPLICABLE 5-UNKNOWN	1-SHOULDER & LAP BELT 2-SHOULDER BELT ONLY 3-LAP BELT ONLY 4-CHILD SEAT, FACING FORWARD 5-CHILD SEAT, FACING REAR 6-CHILD SEAT, UNKNOWN	1-NOT APPLICABLE 2-NOT DEPLOYED 3-DEPLOYED, FRONT 4-DEPLOYED, SIDE 5-DEPLOYED, OTHER 6-UNKNOWN	1-NOT WORN 2-WORN, NOT DAMAGED 3-WORN, UNKNOWN 4-NOT WORN 5-UNKNOWN IF WORN 6-UNKNOWN	1-KILLED 2-POSSIBLE FATALITY 3-POSSIBLE FATALITY 4-POSSIBLE FATALITY 5-POSSIBLE FATALITY 6-POSSIBLE FATALITY 7-POSSIBLE FATALITY 8-POSSIBLE FATALITY 9-POSSIBLE FATALITY 10-POSSIBLE FATALITY 11-POSSIBLE FATALITY 12-POSSIBLE FATALITY 13-POSSIBLE FATALITY 14-POSSIBLE FATALITY 15-POSSIBLE FATALITY 16-POSSIBLE FATALITY 17-POSSIBLE FATALITY 18-POSSIBLE FATALITY 19-POSSIBLE FATALITY 20-POSSIBLE FATALITY 21-POSSIBLE FATALITY 22-POSSIBLE FATALITY 23-POSSIBLE FATALITY 24-POSSIBLE FATALITY 25-POSSIBLE FATALITY 26-POSSIBLE FATALITY 27-POSSIBLE FATALITY 28-POSSIBLE FATALITY 29-POSSIBLE FATALITY 30-POSSIBLE FATALITY 31-POSSIBLE FATALITY 32-POSSIBLE FATALITY 33-POSSIBLE FATALITY 34-POSSIBLE FATALITY 35-POSSIBLE FATALITY 36-POSSIBLE FATALITY 37-POSSIBLE FATALITY 38-POSSIBLE FATALITY 39-POSSIBLE FATALITY 40-POSSIBLE FATALITY 41-POSSIBLE FATALITY 42-POSSIBLE FATALITY 43-POSSIBLE FATALITY 44-POSSIBLE FATALITY 45-POSSIBLE FATALITY 46-POSSIBLE FATALITY 47-POSSIBLE FATALITY 48-POSSIBLE FATALITY 49-POSSIBLE FATALITY 50-POSSIBLE FATALITY 51-POSSIBLE FATALITY 52-POSSIBLE FATALITY 53-POSSIBLE FATALITY 54-POSSIBLE FATALITY 55-POSSIBLE FATALITY 56-POSSIBLE FATALITY 57-POSSIBLE FATALITY 58-POSSIBLE FATALITY 59-POSSIBLE FATALITY 60-POSSIBLE FATALITY 61-POSSIBLE FATALITY 62-POSSIBLE FATALITY 63-POSSIBLE FATALITY 64-POSSIBLE FATALITY 65-POSSIBLE FATALITY 66-POSSIBLE FATALITY 67-POSSIBLE FATALITY 68-POSSIBLE FATALITY 69-POSSIBLE FATALITY 70-POSSIBLE FATALITY 71-POSSIBLE FATALITY 72-POSSIBLE FATALITY 73-POSSIBLE FATALITY 74-POSSIBLE FATALITY 75-POSSIBLE FATALITY 76-POSSIBLE FATALITY 77-POSSIBLE FATALITY 78-POSSIBLE FATALITY 79-POSSIBLE FATALITY 80-POSSIBLE FATALITY 81-POSSIBLE FATALITY 82-POSSIBLE FATALITY 83-POSSIBLE FATALITY 84-POSSIBLE FATALITY 85-POSSIBLE FATALITY 86-POSSIBLE FATALITY 87-POSSIBLE FATALITY 88-POSSIBLE FATALITY 89-POSSIBLE FATALITY 90-POSSIBLE FATALITY 91-POSSIBLE FATALITY 92-POSSIBLE FATALITY 93-POSSIBLE FATALITY 94-POSSIBLE FATALITY 95-POSSIBLE FATALITY 96-POSSIBLE FATALITY 97-POSSIBLE FATALITY 98-POSSIBLE FATALITY 99-POSSIBLE FATALITY 100-POSSIBLE FATALITY

UNIT #	TOWED DUE TO	YES	NO	VEHICLE REMOVED TO	CEDAR PARK WRECKER SERVICE, 102 N. PARK CIRCLE, TX 78613 (NO HQ-109)	LEANDER, TX 78613 (NO HQ-109)	CEDAR PARK WRECKER SERVICE (512) 267-5100
---------------	---------------------	------------	-----------	---------------------------	---	--------------------------------------	--

ITEM#	SEAT POSITION	NAME (LAST, FIRST, MI)	ADDRESS	SEX	EJECTED	RESTRAINT USED	AIRBAG	HELMET	AGE	SEX	INJURY CODE
1	1	COFFMAN RICHARD	T 350 DISCOVERY BLVD., CEDAR PARK, TX 78613	N	1	1	2	4	59	M	N
2											
3											
4											
5											

UNIT #	TOWED DUE TO	YES	NO	VEHICLE REMOVED TO	CEDAR PARK WRECKER SERVICE, 102 N. PARK CIRCLE, LEANDER, TX 78613 (NO HQ-109)	CEDAR PARK WRECKER SERVICE (512) 267-5100
---------------	---------------------	------------	-----------	---------------------------	--	--

ITEM#	SEAT POSITION	NAME (LAST, FIRST, MI)	ADDRESS	SEX	EJECTED	RESTRAINT USED	AIRBAG	HELMET	AGE	SEX	INJURY CODE
6	1	BONNET DOYLE	W 24400 SHEEPHOLLOW TRL, LEANDER, TX 78641	N	1	1	2	4	56	M	N
7											
8											
9											
10											

ITEM#	SEAT POSITION	NAME (LAST, FIRST, MI)	ADDRESS	SEX	EJECTED	RESTRAINT USED	AIRBAG	HELMET	AGE	SEX	INJURY CODE
11											
12											
13											
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100											

ITEM#	TAKEN TO	BY	TIME NOTIFIED	TIME ARRIVED AT SCENE	AMBULANCE UNIT#	# OF ATTENDANTS INCLUDING DRIVER	# OF PERSONS TRANSPORTED FOR TREATMENT
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

COMPLETE THIS SECTION IF PERSON KILLED (If a driver or occupant dies within 30 days of the crash, please complete this area and mail the supplement to the Crash Records Bureau)

ITEM#	DATE OF DEATH	TIME OF DEATH	ITEM#	DATE OF DEATH	TIME OF DEATH	ITEM#	DATE OF DEATH	TIME OF DEATH	ITEM#	DATE OF DEATH	TIME OF DEATH
1			2			3			4		
5			6			7			8		
9			10			11			12		
13			14			15			16		
17			18			19			20		
21			22			23			24		
25			26			27			28		
29			30			31			32		
33			34			35			36		
37			38			39			40		
41			42			43			44		
45			46			47			48		
49			50			51			52		
53			54			55			56		
57			58			59			60		
61			62			63			64		
65			66			67			68		
69			70			71			72		
73			74			75			76		
77			78			79			80		
81			82			83			84		
85			86			87			88		
89			90			91			92		
93			94			95			96		
97			98	</							

Joyce Nemec

From: Joyce Nemec
Sent: Tuesday, April 07, 2009 9:50 AM
To: 'Gloria Bryfogle'
Subject: Fleet Accident
Attachments: 20090407094803321.pdf

Gloria,
Please see the attached fleet, doa 3/27/09, involving our driver Richard Coffman.

Thank you,
Joyce M. Nemec
Risk Coordinator
Williamson County Human Resources
512-943-1532
fax: 512-943-1535

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication (electronic or paper). Thanks for your cooperation.

-----Original Message-----

From: mp8000@wilco.org [mailto:mp8000@wilco.org]
Sent: Tuesday, April 07, 2009 8:48 AM
To: Joyce Nemec
Subject:

This E-mail was sent from "RNPE5A54B" (Aficio MP 8000).

Scan Date: 04.07.2009 09:48:03 (-0400)
Queries to: mp8000@wilco.org

Final Plat Enclave at the Woods
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider final plat approval for Enclave at the Woods, Pct. 3.

Background

Fiscal Impact

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

Attachments

Link: [Projects/Plats/ Enclave](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 06/18/2009 10:46 AM
Final Approval Date: 06/25/2009

FINAL PLAT OF: ENCLAVE AT THE WOODS

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

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

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

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

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

LOT 53,
ESTATES OF WESTLAKE

ESTATES OF WESTLAKE
CAB. Y, SLD. 279,
P.R.W.C.

THE WOODS OF FOUNTAINWOOD
PHASE 2
25 CAB. U, SLD. 260,
P.R.W.C.

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

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

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

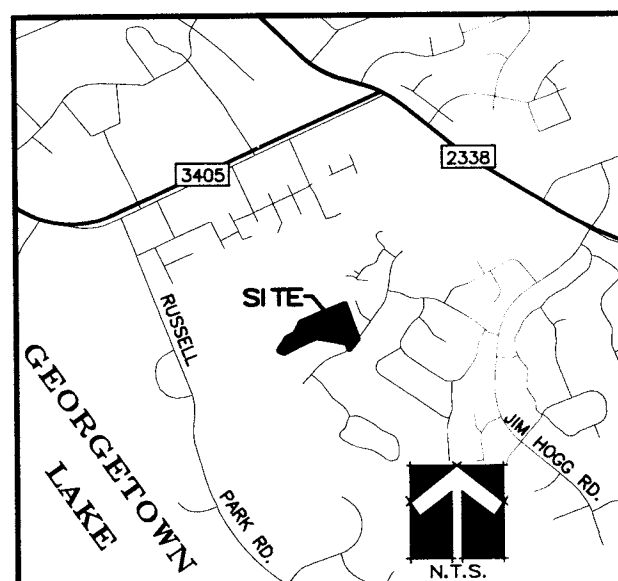
ENGINEER: COULTER ENGINEERING, INC.
595 ROUND ROCK WEST DRIVE, STE 101
ROUNDROCK, TX 78681
(512) 248-1800 / (512) 248-9903 fax

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

GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE ROTATED TO THE STATE PLANE COORDINATES (NAD 83\93 TEXAS CENTRAL ZONE);

VICINITY MAP



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

1
OF
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FINAL PLAT OF:

ENCLAVE AT THE WOODS

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

15.89 ACRES

All that certain tract or parcel of land situated in Williamson County, Texas out of the John Sutherland Survey, Abstract No. 553 and the Catherine Joyner Survey, Abstract No. 820, Williamson County, Texas and being all that tract described as 15.95 acres in a Cash Warranty Deed granted to Pensco Trust Company, Custodian FBO Cynthia F. Buchanan, ROTH IRA Account BU227, Jack Buchanan being the trustee, recorded as Document No. 2008092167, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING EGINNING at a 1/2" iron pin found in the north line of Highland Spring Lane (60 foot right-of-way) and in the west line of The Woods of Fountainwood Phase 2, a subdivision in Williamson County, Texas as recorded in Cabinet U, Slide 260, of said Plat Records, for the southwest corner of Lot 27 of said The Woods of Fountainwood Phase 2, and for the northeast corner of the Estates of Westlake as Recorded in Cabinet Y, Slide 279, of said Plat Records and for the southeast corner of said Pensco Trust Company Buchanan tract and this tract;

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

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

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

1. N 69°49'46" W 104.47 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. N 29°42'40" E 291.17 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
3. N 53°06'03" E 68.22 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
4. 23.37 feet along a curve to the left and concave to the north ($\Delta = 53'33'51"$, $r = 25.00$ feet, lc bears N 66°19'03" E 22.53 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
5. 52.72 feet along a curve to the right and concave to the southwest ($\Delta = 60'24'55"$, $r = 50.00$, lc bears N 69°44'35" E 50.31 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set
7. N 43°52'57" E 108.63 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
8. N 22°48'56" E 199.77 to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the south line of that tract described as 21.009 acres in a Warranty Deed granted to Bobby Fredrickson, Trustee of the Bobby Fredrickson 1999 Trust, and recorded as Document No. 2005091842 of said Official Public Records for the northeast corner of said Pensco Trust Company Fredricson tract and for the northwest corner of said Pensco Trust Company Buchanan tract and this tract;

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

1. N 67°20'41" E 116.84 feet with the south line of said Bobby Fredrickson Trust tract to a 1/2" iron pin found;
2. N 66°44'06" E with the south line of said Bobby Fredrickson Trust tract at approximately 74.45 feet passing the southwest corner of that tract described as 30 acres in a Warranty Deed with Vendor's Lien granted to Timothy S. Mundahl, et ux., recorded as Document No. 9827931, Official Records of Williamson County, Texas and the southeast corner of said Bobby Fredrickson Trust tract in all 819.14 feet to a 1/2" iron pin found in the west line of said The Woods of Fountainwood Phase 2 for the northeast corner of said Pensco Trust Company Buchanan tract and this tract;

THENCE, with the west line of said The Woods of Fountainwood Phase 2 and with the east line of said said Pensco Trust Company Buchanan tract and this tract in the following three (3) courses:

1. S 20°40'43" E 23.92 feet to a 1/2" iron pin found;
2. S 21°01'26" E 174.19 feet to a 1/2" iron pin found;
3. S 21°01'51" E 173.24 feet to a 1/2" iron pin found;
4. S 21°01'44" E 367.16 feet to the point of Beginning and containing 15.89 acres of land.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 21°13'01" W	12.43'
L2	N 21°25'08" W	115.50'
L3	N 80°22'08" W	140.57'
L4	N 80°26'06" W	96.99'
L5	N 80°23'23" W	140.88'
L6	N 69°49'46" W	104.47'
L7	N 53°06'03" E	68.22'
L8	N 43°52'57" E	108.63'
L9	N 67°20'41" E	116.84'
L10	S 20°40'43" E	23.92'
L11	S 21°01'26" E	174.19'
L12	S 21°01'51" E	173.24'
L13	N 66°44'06" E	25.07'
L14	N 62°36'47" E	32.25'
L15	S 80°23'23" E	150.90'
L16	S 80°26'06" E	97.00'
L17	S 80°22'08" E	140.58'
L18	S 21°25'08" E	133.33'
L19	S 21°01'51" E	42.13'
L20	S 80°23'23" E	171.04'
L21	S 80°26'06" E	96.99'
L22	S 80°22'08" E	140.61'
L23	S 21°25'08" E	136.73'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	13°14'03"	570.00	131.66	131.37	S 42°31'40" W
C2	53°33'51"	25.00	23.37	22.53	N 66°19'03" E
C3	60°24'55"	50.00	52.72	50.31	N 69°44'35" E
C4	06°41'16"	570.00	66.53	66.50	S 39°15'17" W
C5	03°18'36"	570.00	32.93	32.92	S 44°15'13" W
C6	03°14'11"	570.00	32.20	32.19	S 47°31'36" W



Castleberry Surveying, Ltd.

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www.castleberrysurveying.com

SHEET

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OF

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OWNER'S CERTIFICATION:

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS;

THAT I, JACK BUCHANAN, TRUSTEE, PENSICO TRUST COMPANY OWNER(S) OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN AN AFFIDAVIT RECORDED AS DOCUMENT NO. 2008092167 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDED OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **ENCLAVE AT THE WOODS**.

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

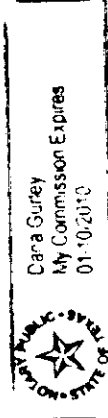
Jack Buchanan, Trustee
JACK BUCHANAN, TRUSTEE
PENSICO TRUST COMPANY
P.O. BOX 1134
GEORGETOWN, TX. 78627

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE 10 DAY OF June 2009, PERSONALLY APPEARED JACK BUCHANAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

Dana Gurvey
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Dana Gurvey
PRINTED NAME OF NOTARY AND NOTARY STAMP

1-10-2010
DATE NOTARY COMMISSION EXPIRES

**OWNERS RESPONSIBILITY:**

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

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

ROAD WIDENING:

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

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

LIEN FREE RIGHT OF WAY:

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

SURVEYOR'S CERTIFICATION:

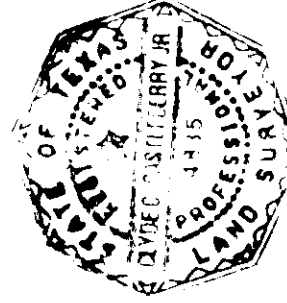
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS;

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

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

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

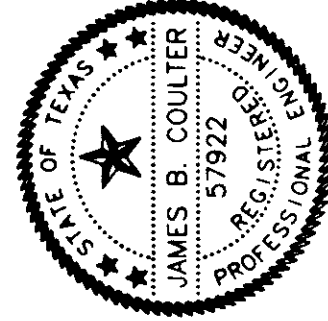
**ENGINEER'S CERTIFICATION:**

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS;

I, JAMES B. COULTER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND NO LOT WITHIN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY-PANEL NUMBER 48491C027, E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

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



Coulter Engineering

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

FINAL PLAT OF:

ENCLAVE AT THE WOODS

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

PLAT NOTES:

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

MAIL BOXES:

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

WILLIAMSON COUNTY 911 ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 11th DAY OF JUNE 2009 A.D.

Shilpa Bhadsavale
WILLIAMSON COUNTY ADDRESS COORDINATOR
SHILPA BHADSAVALE

HEALTH DISTRICT:

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

Paulo Pinto
PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES

6/11/09
DATE

COUNTY JUDGE'S APPROVAL:

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS;

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE APPROVED

DATE SIGNED

COUNTY CLERK'S APPROVAL:

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS;

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY



Castleberry Surveying, Ltd.

3013 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 630-1800/(512) 930-9388 fax
www.castleberry-surveying.com

SHEET

3

OF 3

Final Plat Approval/Beck 11
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider final plat approval for Beck 11 Subdivision, Pct. 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

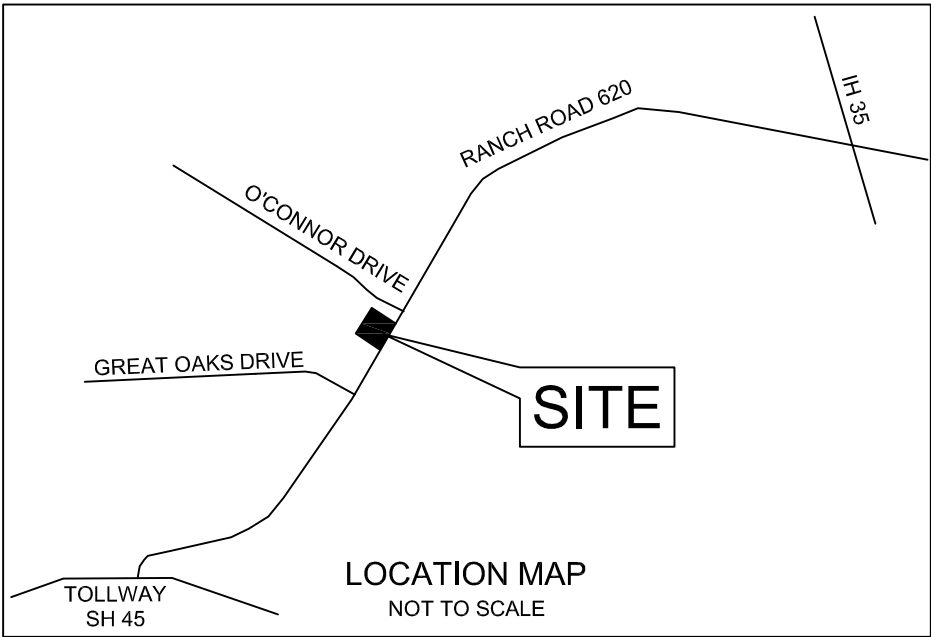
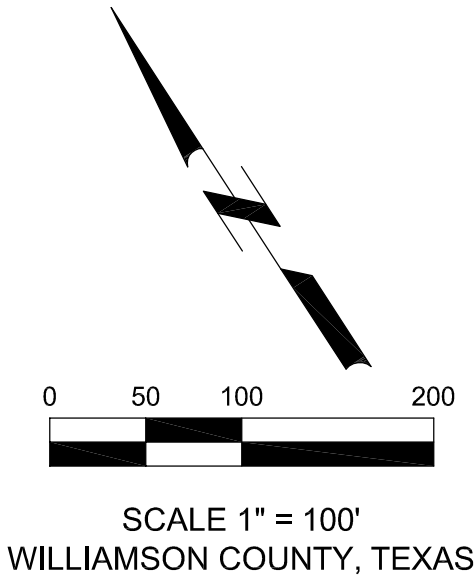
Link: [Final Plat/Beck](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 06/19/2009 02:54 PM
Final Approval Date: 06/25/2009

FINAL PLAT OF

BECK 11



OWNERS: HY-LAND JOINT VENTURE, A TEXAS LIMITED PARTNERSHIP
211 E. 7th STREET, SUITE 709
AUSTIN, TEXAS 78701
PHONE: (512) 474-6491 FAX: (512) 477-2472

ACREAGE: 11.405 ACRES
SURVEY: JOHN McQUEEN SURVEY, ABSTRACT NO. 425, WILLIAMSON COUNTY, TEXAS.

NUMBER OF BLOCKS: 1 BLOCKS
NUMBER OF LOTS: 5 LOTS - 4 COMMERCIAL; 1 OPEN SPACE
LINEAR FEET OF NEW STREET: 0 L.F.

DATE: MARCH 16, 2009
ENGINEER: HD ENGINEERING
6302 HALL STREET
AUSTIN, TEXAS 78757
PHONE: (512) 524-5424

SURVEYOR: BAKER-AICKLEN & ASSOCIATES, INC.
405 BRUSHY CREEK ROAD
CEDAR PARK, TEXAS 78613
PHONE: (512) 260-3700

BENCHMARKS: TBM #1: SQUARE ON TOP OF CONCRETE CURB, LOCATED S76°44'23"W, A DISTANCE OF 95.2' FROM THE SOUTHWEST CORNER OF LOT 5. ELEVATION = 812.98'

TBM #2: SQUARE ON TOP OF CONCRETE CURB, LOCATED N11°01'33"E, A DISTANCE OF 113.8' FROM THE SOUTHEAST CORNER OF LOT 4. ELEVATION = 809.87'

VERTICAL DATUM: NAVD 88, BASED ON CITY OF ROUND ROCK CONTROL POINTS 01-004 AND 01-005.

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	5680.97'	00°41'35"	68.71'	S 32°34'19" W	68.71'
C2	5779.56'	00°28'58"	48.70'	S 32°14'09" W	48.70'
C3	5680.97'	00°18'09"	30.00'	S 32°22'37" W	30.00'
C4	5680.97'	00°23'25"	38.71'	S 32°43'24" W	38.71'
C5	5779.56'	00°11'07"	18.70'	S 32°23'04" W	18.70'
C6	5779.56'	00°17'51"	30.00'	S 32°08'35" W	30.00'
C7	587.13'	07°23'05"	75.67'	N 36°40'22" E	75.62'

LEGEND

- 1/2" IRON ROD FOUND
- IRON ROD WITH CAP FOUND
STAMPED "BURY PARTNERS"
- "MAG" NAIL FOUND
- 1/2" IRON ROD WITH
"BAKER-AICKLEN" CAP SET
- TXDOT TYPE I CONCRETE
MONUMENT FOUND
- BENCHMARK
- P.U.E. PUBLIC UTILITY EASEMENT

1 OF 2

PROJECT NO. 1819-3-004-20



BAKER-AICKLEN
& ASSOCIATES, INC.

Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.
CEDAR PARK, TX 78613
(512) 260-3700

GENERAL NOTES:

- NO BUILDINGS OR STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS. NO FENCES OR LANDSCAPING ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
- NO LOT WITHIN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY-PANEL NUMBER 48491C0630-E, DATED SEPTEMBER 26, 2008.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT WATER AND WASTEWATER SYSTEM.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. ALL WATER, WASTEWATER AND OFF-SITE DRAINAGE IMPROVEMENTS SHALL BE INSPECTED BY THE DISTRICT.
- THE PROPERTY IN THIS SUBDIVISION IS SUBJECT TO THE AGREEMENT CONCERNING CREATION AND OPERATION OF THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT (MUD CONSENT AGREEMENT), AND SHALL BE DEVELOPED AND MAINTAINED IN ACCORDANCE WITH SAID AGREEMENT. IN ACCORDANCE WITH THE MUD CONSENT AGREEMENT, RESTRICTIVE COVENANTS FOR THIS SUBDIVISION SHALL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AT THE TIME OF FINAL PLAT.
- THIS TRACT LIES IN THE LAKE CREEK WATERSHED.
- THIS TRACT LIES OVER THE NORTH EDWARDS AQUIFER RECHARGE ZONE.
- DRIVEWAY LOCATIONS TO BE APPROVED BY THE CITY OF ROUND ROCK.
- LOTS 1-5 SHALL HAVE RECIPROCAL ACCESS EASEMENTS.
- REGIONAL WATER QUALITY AND DETENTION SHALL BE PROVIDED ON-SITE FOR LOTS 3 & 4. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONER'S COURT.
- IN ACCORDANCE WITH SECTION B10.1 OF WILLIAMSON COUNTY'S SUBDIVISION REGULATIONS, STORMWATER MANAGEMENT FACILITIES FOR 2, 10 AND 100-YEAR FLOOD EVENTS IS REQUIRED FOR EACH NON-RESIDENTIAL LOT SHOWN HEREON. AN EXCEPTION TO THIS REQUIREMENT MAY BE GRANTED IF IT CAN BE SHOWN THAT DOWNSTREAM PROPERTY IS NOT ADVERSELY AFFECTED BY RUNOFF FROM THE ACCUMULATIVE DEVELOPMENT ACTIVITIES WITHIN THIS SUBDIVISION.

FINAL PLAT OF

BECK 11

DESCRIPTION

FOR A 11.405 ACRE TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 425, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 1.402 ACRE TRACT, (TRACT I) AND ALL OF A CALLED 10.002 ACRE TRACT, (TRACT II) AS RECORDED IN THAT DEED TO HYLAND JOINT VENTURE AND RECORDED IN DOCUMENT NO. 9631829 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID 11.405 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF RM 620 (100" RIGHT-OF-WAY), SAME BEING THE SOUTHEAST CORNER OF CAT HOLLOW SECTION C-COMMERCIAL I, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN CABINET M, SLIDE 372 OF THE PLAT RECORDS OF SAID COUNTY, FOR THE MOST EASTERLY CORNER AND POINT OF BEGINNING HEREOF;

THENCE WITH THE WEST RIGHT-OF-WAY LINE OF SAID RM 620, WITH THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5680.97 FEET, AN ARC LENGTH OF 68.71 FEET, A CENTRAL ANGLE OF 00° 41' 35", AND A CHORD WHICH BEARS S 32° 34' 19" W FOR A DISTANCE OF 68.71 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND FOR A POINT OF TANGENCY HEREOF;

THENCE S 32° 59' 19" W FOR A DISTANCE OF 643.72 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND FOR A POINT OF CURVATURE HEREOF;

THENCE WITH THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5779.96 FEET, AN ARC LENGTH OF 48.70 FEET, A CENTRAL ANGLE OF 00° 28' 58", AND A CHORD WHICH BEARS S 32° 14' 09" W FOR A DISTANCE OF 48.70 FEET TO A ½" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER HEREOF, SAME BEING THE NORTHEAST CORNER OF LOT 1, BLOCK "D", AMENDED PLAT OF CAT HOLLOW SECTION C-COMMERCIAL, LOT 81, BLOCK D, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN CABINET AA, SLIDE 147 OF THE PLAT RECORDS OF SAID COUNTY;

THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID RM 620, WITH THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT 1, BLOCK "D", N 56° 59' 51" W FOR A DISTANCE OF 657.99 FEET TO A MAG NAIL FOUND FOR A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT 1, BLOCK "D", SAME BEING THE MOST SOUTHERLY CORNER OF LOT 1, BLOCK "A", CAT HOLLOW SECTION C, MULTI-FAMILY, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN CABINET S, SLIDE 60 OF THE PLAT RECORDS OF SAID COUNTY, FOR THE MOST WESTERLY CORNER HEREOF;

THENCE WITH THE EASTERLY BOUNDARY LINE OF SAID LOT 1 BLOCK "A", WITH THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 587.13 FEET, AN ARC LENGTH OF 75.67 FEET, A CENTRAL ANGLE OF 07° 23' 05", AND A CHORD WHICH BEARS N 36° 40' 22" E FOR A DISTANCE OF 75.62 FEET TO A POINT OF TANGENCY HEREOF;

THENCE N 32° 58' 30" E FOR A DISTANCE OF 685.67 FEET TO A ½" IRON ROD WITH CAP LABELED BURY & PARTNERS FOUND FOR A POINT ON THE EASTERLY BOUNDARY LINE OF SAID LOT 1, BLOCK "A", SAME BEING A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID CAT HOLLOW SECTION C-COMMERCIAL, FOR THE MOST NORTHERLY CORNER HEREOF;

THENCE WITH THE SOUTHERLY BOUNDARY LINE OF SAID CAT HOLLOW SECTION C-COMMERCIAL I, S 56° 59' 47" E FOR A DISTANCE OF 652.15 FEET TO THE POINT OF BEGINNING HEREOF AND CONTAINING 11.405 ACRES.

BEARING SHOWN HEREON ARE REFERENCED TO GRID NORTH FOR THE TEXAS STATE PLANE COORDINATE SYSTEM NAD83 (HARN), CENTRAL ZONE.

THE STATE OF TEXAS §
THE COUNTY OF WILLIAMSON §

THAT I, PARKER J. GRAHAM, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

PARKER J. GRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
STATE OF TEXAS

THE STATE OF TEXAS §
THE COUNTY OF WILLIAMSON §

I, H.D. ROYE, DO HEREBY CERTIFY:

- THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
- NO STRUCTURE OR LAND ON THIS SURVEY SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A "CERTIFICATE OF COMPLIANCE" APPLICATION FORM TO WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY BRUSHY CREEK MUNICIPAL UTILITY DISTRICT.
- NO LOT WITHIN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-TEAR FLOODS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY-PANEL NUMBER 48491C0630-E, DATED SEPTEMBER 26, 2008.

H. D. ROYE
LICENSED PROFESSIONAL ENGINEER NO. 68506
STATE OF TEXAS

OWNERS:	HY-LAND JOINT VENTURE, A TEXAS LIMITED PARTNERSHIP 211 E. 7th STREET, SUITE 709 AUSTIN, TEXAS 78701 PHONE: (512) 474-6491 FAX:(512) 477-2472
ACREAGE:	11.405 ACRES
SURVEY:	JOHN McQUEEN SURVEY, ABSTRACT NO. 425, WILLIAMSON COUNTY, TEXAS.
NUMBER OF BLOCKS:	1 BLOCKS
NUMBER OF LOTS:	5 LOTS - 4 COMMERCIAL; 1 OPEN SPACE
LINEAR FEET OF NEW STREET:	0 L.F.
DATE:	MARCH 3, 2009
ENGINEER:	HD ENGINEERING 6302 HALL STREET AUSTIN, TEXAS 78757 PHONE: (512) 524-5424
SURVEYOR:	BAKER-AICKLEN & ASSOCIATES, INC. 405 BRUSHY CREEK ROAD CEDAR PARK, TEXAS 78613 PHONE: (512) 260-3700

THE STATE OF TEXAS §
THE COUNTY OF WILLIAMSON §

THAT HY-LAND JOINT VENTURE, A TEXAS LIMITED PARTNERSHIP, OWNER OF 11.405 ACRES OF LAND OUT OF AND A PART OF THE JOHN McQUEEN SURVEY, ABSTRACT NO. 425 SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 1.402 ACRE TRACT, (TRACT I), AND ALL OF A CALLED 10.002 ACRE TRACT, (TRACT II) AS RECORDED IN THAT DEED TO HY-LAND JOINT VENTURE AND RECORDED IN DOCUMENT NO. 9631829 OF THE OFFICIAL RECORDS OF SAID COUNTY, DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON; DOES HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT; AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE SUBDIVISION PLAT; AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. HIGHLAND SIX TWENTY RESIDENTIAL, LTD. AND HIGHLAND 620 LAND INVESTMENT, LTD. ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES. HIGHLAND SIX TWENTY RESIDENTIAL, LTD. AND HIGHLAND 620 LAND INVESTMENT, LTD.

WITNESS MY HAND THIS _____ DATE OF _____, 2009 A.D.

HY-LAND JOINT VENTURE
A TEXAS LIMITED PARTNERSHIP
211 E. 7TH STREET, SUITE 709
AUSTIN, TX 78701

BY: HRI-GP NO. 1, L.L.C.,
A TEXAS LIMITED LIABILITY CORPORATION,
ITS SOLE GENERAL PARTNER

BY: _____
DAVID C. BODENMAN, PRESIDENT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2009.

NOTARY PUBLIC, STATE OF TEXAS DATE _____
PRINTED NAME _____
MY COMMISSION EXPIRES: _____

WILLIAMSON COUNTY COMMISSIONERS COURT RESOLUTION AND APPROVAL:

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

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

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

THE STATE OF TEXAS §
THE COUNTY OF WILLIAMSON §

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

DAN A. GATTIS, COUNTY JUDGE

DATE

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT APPROVAL

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

PAULO PINTO DATE _____
DIRECTOR OF ENVIRONMENTAL SERVICES

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE _____ DAY OF _____, 2009

WILLIAMSON COUNTY ADDRESS COORDINATOR DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

Jester Williamson County Annex
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 05/27/2009 11:20 AM
Final Approval Date: 05/27/2009

Lease Agreement for Commissioner, Pct. 1
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on lease agreement for Commissioner, Pct. 1.

Background

Commissioner Pct. One office is currently located at 400 West Main, Ste. 216, in Round Rock. The current lease (see attached) was approved by the Commissioners Court on Oct. 10, 2006. The 3 year lease will end on September 30, 2009. We would like to extend the lease for 6 months, to end on March 31, 2010 with an option to extend month to month with a 30 day notice if need be. Nelson Nagle from Nagle holdings has signed and agreed to the lease and the terms. The lease agreement has been reviewed and approved by Hal Hawes with the county attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [LeaseAgreement2006](#)

Link: [ExtendedLeaseAgreement2009](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 06/04/2009 02:28 PM

Final Approval Date: 06/25/2009

AGENDA ITEM 27

Consider approving Lease Agreement for Commissioner Pct. #1 office.

Commissioner Birkman addressed the Court.

Moved: **Commissioner Birkman**

Seconded: **Commissioner Boatright**

Motion: To approve Lease Agreement for Commissioner Pct. #1 office.

Vote: **3 – 0. Commissioner Limmer** was absent from the dais.

< Attachment >

**Williamson County Commissioner's Court
301 S.E. Inner Loop - Suite 109
Georgetown, Texas 78626**

AGENDA ITEM REQUEST FORM

All items due the Tuesday at noon one week before scheduled court meeting

REQUESTING DEPARTMENT: Commissioner Lisa Birkman, Pct. 1

DATE: October 4, 2006

REQUESTED AGENDA DATE: October 10, 2006

CONSENT OR REGULAR AGENDA: Consent

AGENDA ITEM: Consider approving lease agreement for Commissioner's Office, Pct. 1.

*approved 10-10-06
John C. Drayton*

REQUESTOR: Commissioner Birkman

CONTACT INFORMATION: Mary Clark
Executive Assistant to the Commissioner
400 West Main, Ste. 216
Round Rock, TX 78664
Phone: (512) 733-5380
Fax: (512) 733-5384
mclark@wilco.org

BACKGROUND INFORMATION:

COUNTY ATTORNEY APPROVAL (if applicable). N/A

OFFICE LEASE AGREEMENT
400 West Main, Round Rock, Texas 78664

This OFFICE LEASE AGREEMENT (the "Lease") is to be effective as of October 1, 2006, by and between Nagle Holdings, L.P. ("Landlord"), having the address of 400 West Main Street, Suite 210; Round Rock, Texas 78664, and Williamson County, a political subdivision of the State of Texas ("Tenant"), having an address of 301 S.E. Inner Loop, Ste. 109, Georgetown, Texas 78626.

WITNESSETH:

1. TERM AND OPTION TO EXTEND TERM. Landlord hereby leases to Tenant and the Tenant hereby leases from the Landlord, the following property: The space(s) designated as Suite(s) 216 ("the Leased Premises"), being located at 400 West Main Street, Round Rock, Texas 78664, described in **Exhibit "A"** attached to this Lease and made a part of this Lease for all purposes. As demonstrated in **Exhibit "A,"** the Leased Premises are a part of the entire property located at 400 West Main Street, Round Rock, Texas ("the Property"). By this Lease, Landlord leases the Leased Premises for the term of 3 years commencing on the 1st day of October, 2006; and terminating on the 30th day of September, 2009, under the terms and conditions set forth herein, unless terminated sooner or extended as provided in this Lease. Tenant may extend the term of this Lease beyond the expiration date provided in this paragraph on the following conditions:
 - a. Tenant may, if it is not in default either on the date required for notice or on the date such extension commences, extend the lease term for an additional period of three years which shall begin on the day following the expiration date of the initial lease term specified above.
 - b. Tenant may exercise each option to extend this lease by giving Landlord notice its intention to do so not later than 60 days before the initial lease term expires. Notice of an intention to exercise an option to extend must, to be effective, be sent to Landlord as provided in Section 25 below and no later than the latest date provided in this section for Tenant's exercising the option.

If the Tenant holds over and continues in possession of the Leased Premises after the lease term (or any extension of it) expires, Tenant will be considered to be occupying the Leased Premises on a month-to-month tenancy, subject to all the terms of this Lease.

2. USE AND POSSESSION. It is understood that the Leased Premises are to be used for general office use of tenant its subsidiaries affiliated and associated companies' offices and shall not be used for any other purpose without prior written consent of Landlord. Tenant shall not use the Leased Premises for any unlawful purpose or so as to constitute a nuisance. Landlord covenants and agrees to have the Leased Premises completed and ready for possession on or before the

above commencement date, barring strikes, insurrections, acts of God and other casualties or unforeseen events beyond the control of the Landlord. Tenant agrees to accept possession of the Leased Premises upon completion. The Tenant, at the expiration of the term, shall deliver up the Leased Premises to Landlord in good repair and condition.

3. RENT. Tenant hereby covenants and agrees to pay to Landlord an Annual Base Rent of \$30,000.00 payable in advance annually, beginning on the commencement date of this Lease and continuing on the first day of each October thereafter for the balance of the Term, unless adjusted pursuant to Section 4. Tenant agrees to pay an annual increase in rent of 0%. Tenant also agrees to pay to Landlord any additional rents specified herein. Rent shall be paid to Landlord at any address designated by Landlord. Landlord may charge Tenant a late charge of \$25.00 plus \$5.00 per day for each rental payment which is not postmarked or received by the Landlord by the 5th of each October in which rent is due.
4. RENT ADJUSTMENT UPON EXERCISE OF OPTION OF EXTENSION. If Tenant exercises his option to extend the term of the lease for an additional three years, the Annual Base Rent for this additional three years will be adjusted at the time of renewal so as to be in line with competitive, market rates in the area. If Landlord and Tenant cannot agree on the Annual Base Rent for the additional three year period, Tenant's exercise of its option for an additional three years will be void. If Landlord agrees to allow tenant to hold over beyond the term of this lease, tenant agrees to pay Landlord a fixed sum of 150% of the monthly base and the estimated pro-rata share of the lease monthly for the holdover period.
5. SALES AND USE TAX. Tenant is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the tenancy hereof is being secured for use by Tenant.
6. TENANT SHALL NOT PAY PRO-RATA OPERATING EXPENSES. Landlord and Tenant agree that the amount of Tenant's Annual Base Rent satisfies any obligation that Tenant may have as to the payment of all of Tenant's pro-rata share of the Operating Expenses attributable to the Leased Premises. Landlord hereby agrees that Tenant shall only be obligated to pay the Annual Base Rent and Tenant shall not be required to pay an amount in addition to Tenant's Annual Base Rent for Tenant's pro-rata share of the Operating Expenses attributable to the Leased Premises. Operating Expenses include but are not limited to expenditures for all property management, maintenance, repairs, replacements, and upkeep to the Leased Premises; assessments and governmental charges (including taxes on rents or services); ad valorem property taxes with respect to each year this Lease is in force; water, drainage, septic and/or sewage; cleaning, including supplies, janitorial services; pest control; utilities, including electricity and gas; licenses, permits and inspection fees; refuse collection; general liability and fire/casualty insurance covering all improvements (including but not limited to all Tenant improvements, the buildings on the Property, and all other aspects of

the Leased Premises), fire protection; snow and ice removal; landscape maintenance; window washing; professional services; security; depreciation; commissions paid for leasing; and salaries of officers and executives of Landlord or Owner. Capital Improvements, such as major structural defects, foundation improvements, roof replacement and new HVAC units, parking lot reconfigurations shall be paid by the Landlord. Furthermore, Landlord agrees to pay, at its sole cost and expense, for cleaning and painting the Leased Premises prior to Tenant's occupancy of the Leased Premises.

7. SECURITY DEPOSIT. Concurrently with the execution of this Lease, Tenant has deposited (or previously deposited) with Landlord the sum of \$0.00, the receipt of which is hereby acknowledged, which sum shall be retained by Landlord without liability for interest as security for the payment by Tenant of the rent herein agreed to be paid and for the faithful performance of this Lease. If at any time Tenant shall be in default under any of the provisions of this Lease, Landlord shall have the right to use said deposit, or so much thereof as may be necessary in payment of any rent or of any damages incurred by Landlord by reason of such default of Tenant. At Landlord's option, the deposit may be retained by Landlord in liquidation of part of the damages suffered by Landlord by reason of default of Tenant. Should all or any portion of the security deposit be appropriated and applied by Landlord under the terms of this Section 7, Tenant shall, within five (5) days following demand by Landlord, remit to Landlord a sufficient amount of cash to restore the security deposit to the original sum deposited. If Tenant shall have fully and faithfully performed all of its obligations under this Lease, the security deposit shall be refunded to Tenant not later than 30 days from the expiration of the Lease term or complete move-out, whichever is later. In the event of a sale or transfer of Landlord's interest in the Property, Landlord shall have the right to transfer the security deposit to such purchaser or transferee, in which event Tenant shall look only to the new Landlord for the return of the security deposit and Landlord shall thereupon be released from all liability to Tenant for the return of the security deposit.
8. LAWS, RULES AND REGULATIONS. Tenant hereby covenants and agrees to comply at its sole cost and expense with all of the ordinances, rules, regulations and laws of the city, county or state and federal authorities having jurisdiction over the Leased Premises, including all environmental laws and regulations, and with the Property Rules and Agreed Regulations which are listed in **Exhibit "B"** of this Lease Agreement. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for the safety, protection, care, and cleanliness of the Property and appurtenances and for preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant in writing and shall be compiled with and observed by Tenant. Notwithstanding the foregoing, the Lease shall prevail in the event of any conflicts between **Exhibit "B"** and the main body of the Lease.
9. SIGNS. Tenant is required to place an exterior and an interior sign on the premises, at Tenant's sole expense, and in accordance with Landlord

specifications. Tenant will not place any sign(s) or other advertising material on the exterior of the buildings on the Property or in the common areas, without the prior written consent of Landlord. Landlord consent does not imply approval by governmental agencies. The form and content of all signs must be approved by the Landlord.

10. CARE OF LEASED PREMISES. ALTERATIONS. Tenant, by its occupancy here under, accepts the Leased Premises "as is" and as being in good repair and condition. Tenant shall maintain the Leased Premises and every part thereof in good repair and condition, ordinary wear and tear excepted. If Tenant fails to maintain the Leased Premises as required in the Lease, Landlord may maintain and make necessary repairs in a reasonable and timely manner and Tenant shall be liable to Landlord for all costs incurred in making such repairs. Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without written consent of Landlord. In the event Landlord consents to the proposed alterations, additions, or improvements, Landlord will contribute \$0.00 to the finish out of the Leased Premises. Landlord will have the right to inspect the work. Landlord shall pay one-half of the above amount when the work has been fifty percent completed in a proper fashion and will pay the remainder when the work has been fully completed in a proper fashion. The remainder of the finish out shall be at Tenant's sole cost and expense, and Tenant shall hold Landlord harmless on account of the cost thereof. Landlord is not responsible for Tenant's telephone system wiring or the payment of Tenant's telephone bills. Tenant must leave the Leased Premises in a useable fashion upon termination of this Lease. Any and all alterations, physical additions or improvements to the Leased Premises (other than moveable equipment, trade fixtures or furniture of Tenant) shall be the property of the Landlord upon termination of Lease. If required by Landlord, however, alterations shall be removed by Tenant upon termination of the term of this Lease and Tenant shall repair damage to the Leased Premises caused by such removal, all at Tenant's cost and expense. Landlord shall not be liable for, and the Leased Premises shall not be subject to any mechanics, materialman's or other liens and Tenant shall keep the Leased Premises and the Property free from any such liens and shall indemnify Landlord against and satisfy any such liens which may arise as a result of acts of Tenant.
11. USE OF COMMON AREAS. Restrooms, stairs, hallways, lobbies, parking lots and all other common areas of the Property are for the joint use of the Tenant and the other tenants of the Property. Tenant and its officers, employees, agents and invitees will use the common areas in a reasonable, orderly and sanitary manner in cooperation with all other tenants and their officers, employees, agents, and invitees.
12. QUIET ENJOYMENT. So long as Tenant shall observe and perform all of its obligations under this Lease, Tenant shall peacefully and quietly have and enjoy possession of the Leased Premises without any unreasonable encumbrance or hindrance by, from or through Landlord except as provided for elsewhere under

this Lease. Nothing in this Section 12 shall prevent Landlord from performing alterations or repairs on the Property, nor shall performance of such alterations or repairs be construed as a breach of the covenant made by Landlord.

13. LANDLORD'S RIGHT TO INSPECT AND DISPLAY. Landlord shall have the right, at all times during usual business hours throughout the term of this Lease, to enter the Leased Premises for the purpose of examination or inspection and of making such repairs or alterations as the Landlord shall deem necessary. The Landlord shall also have the right to enter the Leased Premises at all reasonable hours for the purpose of showing the Leased Premises to prospective tenants, and potential purchasers of the Property. Twenty-four (24) hour verbal notice must be given to Tenant upon such showings, and Tenant has the option of having an employee present.
14. DESTRUCTION OF PREMISES. (a) If the Leased Premises are fifty percent or more destroyed by fire or other casualties, both Landlord and Tenant shall have the option of terminating this Lease or any renewal thereof, upon giving written notice to the other party at any time within thirty (30) days from the date of such destruction, and if the Lease be so terminated, all rent shall cease as of the date of destruction and prepaid rent shall be refunded. (b) If the Leased Premises are less than fifty percent damaged by fire or other casualty, or more than fifty percent destroyed thereby and neither party elects to terminate the Lease within the provisions of Section (a) above or (c) below, Landlord agrees, at Landlord's sole cost and expense, to restore the Leased Premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall commence within a reasonable time and be completed without delay on the part of the Landlord and in an event shall be accomplished within one hundred eighty (180) days from the date of the fire or other casualty. In such case all rents paid in advance shall be proportioned as of the date of damage or destruction and all rent thereafter accruing shall be equitably and proportionally suspended and adjusted according to the nature and extent of the destruction or damage. If the damage is so extensive as to make it unfeasible for the Tenant to conduct Tenant's business on the Leased Premises, the rent shall be completely abated until the Leased Premises are restored by the Landlord or until the Tenant resumes use and occupancy of the Leased Premises, whichever shall first occur. Landlord shall not be liable for any inconvenience or interruption of business of Tenant occasioned by fire or other casualty. (c) If the Landlord undertakes to restore, rebuild or repair the Leased Premises, and such restoration, rebuilding or repair is not accomplished within one hundred eighty (180) days, and such failure does not result from causes beyond the control of Landlord, Tenant shall have the right to terminate this Lease by written notice to Landlord within thirty (30) days after expiration of said one hundred eighty (180) day period. (d) Landlord shall not be liable to carry fire, casualty or extended damage insurance on the person or property of Tenant or any person. Notwithstanding anything contained in (b) and (c) above, Landlord shall not be required to spend money to repair the Leased Premises or the Property if the cost of repairs exceed insurance proceeds received by Landlord, or if any mortgagor of the property requires Landlord to apply the insurance proceeds to its debt.

15. CONDEMNATION. If during the term of this Lease or any renewal thereof, the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purpose leased, is acquired or condemned by public authority for public use, then the term of this Lease shall cease and terminate as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs first. Upon such occurrence, the rent shall be proportioned as of such date and any prepaid rent shall be returned to Tenant. The Landlord shall be entitled to the entire award for such taking except for any separate statutory claim (recoverable from the condemning authority and not from Landlord) of Tenant for injury, damage or destruction of Tenant's business accomplished by such taking. If a portion of the Leased Premises are taken or condemned by public authority for public use so as not to make the remaining portion of the Leased Premises unusable for the purpose Leased, then rents shall be proportionally adjusted according to the extent of the taking or condemnation. In no event shall Landlord be liable to Tenant for any business interruption, diminution in use or for the value of any unexpired term of this Lease. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Demised Premises shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or the fee of the Demised Premises or otherwise; provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements to the extent of the cost Tenant or said improvements (exclusive of Landlord's contribution) less depreciation computed from the date of said improvements to the expiration of the original Lease Term.
16. ASSIGNMENT AND SUBLEASE. Tenant shall not encumber or assign this Lease or sublet all or any part of the Leased Premises without the prior written consent of Landlord. If such assignment is granted, which may or may not be granted by Landlord at its sole discretion, said assignment shall in no way relieve Tenant from its obligation to pay rent or to perform the conditions, covenants and provisions of this Lease. In no event shall this Lease be assigned or be assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any right or privileges here under be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. Landlord, at its option, may collect rents from any assignees or subtenants without a release of Tenant under this Lease.
17. SUBORDINATION AND ATTORNMENT. Tenant's rights under this lease are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, ground lease, assignment of leases or other security instrument of operating agreement, or any renewal, modification, consolidation, participation, replacement or extension thereof, now or hereafter entered into by Landlord with respect to the building or related improvements and Property on which the Leased Premises are located, or any part thereof. This clause shall be self-operative, and no further instrument of subordination shall be required. Tenant agrees to execute

all instruments requested by landlord or any mortgagee, trustee, beneficiary, or assignee of Landlord to confirm such subordination. In the event Tenant fails to execute and deliver a subordination instrument or estoppel certificate within thirty (30) days after Landlord's request, Tenant will be in a performance default. Tenant hereby attorns to any successors to Landlord's interest in the Lease, and shall recognize such successor as Landlord here under. Tenant agrees to execute all instruments requested by such successor to confirm such attornment.

18. TENANT'S LIABILITY INSURANCE. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, a policy of commercial general liability insurance with an insurance company reasonably acceptable to Landlord and in the minimum amount of \$1,000,000 combined annual aggregate limits for bodily injury and property damage (with no lower per occurrence limits), insuring Tenant against any liability arising out of the use, occupancy and/or maintenance of the Property and/or Leased Premises, and naming Landlord additional insured. The limit of such insurance shall not limit the liability of Tenant under this Lease. Before the earlier of the date on which this Lease commences or the date Tenant takes occupancy of the Leased Premises, Tenant shall furnish Landlord with a certificate evidencing the insurance required or, if Landlord requests, a copy of the policy. The certificate or the policy, as the case may be, must state that no modification or cancellation of the coverage may be effective without at least fifteen (15) days prior written notice to Landlord. If Tenant fails to procure and maintain such insurance, Landlord may, but shall not be required to, procure and maintain such insurance at Tenant's sole expense, which Tenant agrees to pay as additional rent.

Additionally, Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, fire liability coverage for the buildings on the Property and all other aspects of the Leased Premises. The certificate or the policy, as the case may be, must state that no modification or cancellation of the coverage may be effective without at least thirty (30) days prior written notice to Landlord. If Tenant fails to procure and maintain such insurance, Landlord may, but shall not be required to, procure and maintain such insurance, at Tenant's sole expense, which Tenant agrees to pay as additional rent.

19. LIMITED RECOURSE OF LANDLORD. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Property and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Property. No personal judgment shall lie against Landlord upon extinguishment of its rights in Property and any judgment so rendered shall not give rise to any right of execution of levy against Landlord's assets. The provisions hereof shall inure to the benefit of Landlord's successors and assigns including any Mortgagee. The foregoing provisions are not intended to relieve Landlord from the performance of any of the Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself

of any other right or remedy which, may be awarded Tenant by law or under this Lease.

20. INDEMNIFICATION. Tenant shall not indemnify Landlord in connection with loss or damage due to gross negligence of Landlord. Landlord shall not be liable for any damage or injury to any person or property whether it be the person or property of Tenant, Tenant's employees, agents, vendors, guests, invitees, customers or otherwise by reason of, or related to, Tenant's occupancy of the Leased Premises or because of fire, flood, windstorm, acts of God or for any other reason. Landlord acknowledges and agrees that under the Constitution and the laws of the State of Texas, Tenant, as a political subdivision of the State of Texas, cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Landlord; therefore, all references of any kind to Tenant indemnifying, holding or saving harmless any other party, including but not limited to Landlord, for any reason whatsoever are hereby deemed void and deleted. If Tenant's use of the Leased Premises causes Landlord's insurance premium for the building to be increased, Tenant agrees to pay, as additional rent, the entire cost of such increase.
21. TENANT DEFAULT. In the event the Tenant shall: (a) default in the payment of rent or any other sums payable by the Tenant herein, and such default shall continue for a period of fifteen (15) days; (b) default in the performance of any other covenants or agreements of this Lease and such default shall continue for ten (10) days after written notice thereof; or (c) if the Tenant should become bankrupt or insolvent or any debtor proceedings be taken by or against the Tenant, then and in addition to any and all other legal remedies and rights, the Landlord may declare the entire balance of the rent for the remainder of the term to be due and payable and may collect the same by distress or otherwise, Landlord may terminate this Lease and retake possession of the Leased premises, or enter the Leased Premises and relet the same without termination, in which latter event the Tenant covenants and agrees to pay reasonable attorney's fees and costs and expenses of the Landlord, including court costs.
22. LANDLORD DEFAULT. If Landlord defaults in performing any term or covenant that must be performed under this Lease, Tenant may, after not fewer than thirty (30) days' notice to Landlord, (a) remedy the default by any necessary action and, in connection with this remedy, may pay expenses and employ counsel; (b) terminate this lease; and/or (c) seek any remedy available to Tenant at law or in equity. Landlord, must, on demand, pay Tenant all sums expended or obligations incurred by Tenant in connection with remedying Landlord's default.
23. CUMULATIVE REMEDIES. The rights and remedies provided by this Lease are cumulative and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
24. NON-WAIVER. No waiver of any covenant or condition of this Lease by either

party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Lease.

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

LANDLORD: Nagle Holdings, L.P.
400 West Main, Ste. 210
Round Rock, Texas 78664

TENANT: Williamson County Judge
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with a copy to: Lisa Birkman, Williamson County
Commissioner Precinct No. 1
400 West Main, Ste. 216
Round Rock, Texas 78664

26. INDEPENDENT OBLIGATIONS. Tenant hereby acknowledges that Landlord has made no warranties to Tenant (or to any of Tenant's employees). Landlord hereby expressly disclaims any warrant (including any implied warranty) that the Leased Premises are suitable for Tenant's intent concerning the condition of the Leased Premises or the performance by Landlord. Tenant shall perform, without abatement, its obligations under this Lease.
27. SUCCESSORS AND ASSIGNEES. This Lease shall bind and inure to the benefit of the successors, assignees, heirs, executors, administrators and legal representatives of the parties hereto.
28. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY. This Lease and any addenda's or exhibits signed or initialed by the parties containing all or part of the agreements and conditions between Landlord and Tenant may not be amended or modified unless set forth in a writing executed by both parties. The unenforceable, invalid or illegal nature of any provision of this Lease shall not render any other provision herein unenforceable, invalid or illegal.
29. CONSTRUCTION OF LANGUAGE. Words of any gender used in this Lease, shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the sense requires. The Section headings and titles are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
30. HAZARDOUS MATERIALS. The term "Hazardous Materials" as used in this

Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, radioactive materials or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law." "Environmental Law" shall mean any federal, state or local statute, ordinance, regulation or other law of a governmental or quasi-governmental authority relating to pollution or protection of the environment or the regulation of the storage or handling of Hazardous Materials.

31. MISCELLANEOUS. Please refer to **Exhibits "A", "B", "C", and "D"** attached hereto and incorporated herein by this reference.
32. BROKER. Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease. Tenant agrees to pay, at its sole cost, any and all costs, expenses or liability for commissions or other compensation or charges by any broker or agent claiming to operate on behalf of Tenant.
33. TENANT'S RIGHT TO TERMINATE DUE TO RELOCATION. In addition to the rights granted to Tenant hereunder and under the laws of this state, Landlord hereby agrees that Tenant may terminate this Lease, without liability, upon the following conditions:
- a. The Tenant, acting through its County Commissioners, decides to move its office and business to a new location or building that is being provided by Williamson County; and
 - b. Tenant provides the Landlord with at least one hundred twenty (120) days prior written notice of its intent to terminate the Lease due to Williamson County's decision to relocate its office and business to such a new location that is being provided by Williamson County.
34. AUTHORITY TO EXECUTE LEASE. If Tenant is not an individual person or a sole proprietorship but rather is an entity such as a corporation, limited liability company, limited partnership, limited liability partnership, trust, general partnership or the like, then each individual executing this Lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with a duly adopted instrument of the board or other governing body of the entity or in accordance with the bylaws or other governing rules of the entity, and that this Lease is binding upon said entity in accordance with its terms. Upon Landlord's request, tenant shall furnish Landlord with proper proof of due authorization for Tenant's execution of this Lease as Landlord shall require.
35. CURRENT REVENUES. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

36. NON-WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Tenant, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Tenant 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.
37. NO INDEMNIFICATION BY TENANT. Landlord acknowledges and agrees that under the Constitution and the laws of the State of Texas, Tenant, as a political subdivision of the State of Texas, cannot enter into an agreement whereby Tenant agrees to indemnify or hold harmless any other party, including but not limited to Landlord; therefore, all references of any kind to Tenant indemnifying, holding or saving harmless any other party, including but not limited to Landlord, for any reason whatsoever are hereby deemed void and deleted.
38. TENANT'S RIGHT TO AUDIT. Landlord agrees that Tenant or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine and photocopy any and all books, documents, papers and records of Landlord which are directly pertinent to the Lease to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Landlord agrees that Tenant shall have access during normal working hours to all necessary Landlord facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Tenant shall give Landlord reasonable advance notice of intended audits.
39. GOVERNING LAW AND VENUE. This Lease and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Lease in which Williamson County is a party.
40. COMPLIANCE WITH LAWS. The parties hereto shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Lease, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.

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IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed as of this _____ day of _____, 2006, to be effective as of October 1, 2006, by their respective duly authorized officers or parties.

Landlord:

Nagle Holdings, L.P.

Nelson L. Nagle
Signature

Nelson L. Nagle
Printed Name

Representative
Capacity: President

Tenant:

Williamson County

John C. Goertler 10-10-06
Signature

John C. Goertler
Printed Name

Representative
Capacity: County Judge

**EXHIBIT "A" TO LEASE AGREEMENT
FLOOR PLAN WITH SUITE NUMBERS**

**400 WEST MAIN STREET
Professional Garden Offices**

**EXHIBIT "B" TO LEASE AGREEMENT PROPERTY
RULES AND AGREED REGULATIONS**

1. Sidewalks and doorways and other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress to or egress from the Leased Premises or for going from one to another of the Property.
2. Plumbing, fixtures, and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, or other unsuitable materials shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by that tenant, and Landlord shall not in any case be responsible therefore.
3. Absent an emergency situation, Tenant shall not place any addition lock or locks on any doors in its leased premises without Landlord's prior written consent, which shall not be unreasonably withheld.
4. With respect to work being performed by tenants in any leased area with the approval of Landlord, Tenants will refer all contractors, contractors' representatives, and workmen rendering any service to them to Landlord for Landlord's supervision, approval and control before the performance of any contractual services. All contractors must be state licensed, insured and will conduct all work in accordance with all county, state, fire or other governmental regulation, (including obtaining building permits). Tenant/Contractor shall furnish Landlord with contractors insurance and the construction contract before work is scheduled to commence.
5. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment, which shall, in all cases, to distribute the weight, stand on supporting devices approved by Landlord. All damage done to the Property by taking in or putting out any property of a tenant, or done by a tenant's property in the building, shall be repaired at the expense of such tenant.
6. Tenant shall keep its leased premises neat and clean.
7. Should a tenant require telegraphic, telephonic, annunciator, or other communication service, Landlord will direct the electrician where and how wires are to be introduced and placed and none shall be introduced or placed except as Landlord shall direct.
8. Tenant shall not make or permit any improper noises at the Property or otherwise interfere in any way with other tenants or persons having business with them.
9. Nothing shall be swept or thrown into corridors, halls, or stairways. No animals shall be brought into or kept in, on, or about the Property.

10. No machinery other than standard office equipment shall be operated by any tenant in its leased premises without the prior written consent of Landlord, nor shall any tenant use or keep at the Property any inflammable or explosive fluid or substance.
11. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.
12. Landlord reserves the right to rescind any of these rules and regulations within reason and to make such other and further rules and regulations as in its judgment shall from time to time be advisable for the safety, protection, care, and cleanliness of the Property, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees, and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.
13. Landlord will not be responsible for lost or stolen property, money or jewelry from a tenant's leased property or public area, regardless of whether such loss occurs when the area is locked against entry or not.
14. A leased area shall not be occupied by an average of more than one (1) employee per 125 square feet of space in a tenant's leased premises without the prior written consent of Landlord.
15. Alcoholic beverages cannot be consumed or sold on this property and there shall not be any smoking inside any building on the property.
16. Tenant agrees at Tenant's sole cost to vent Leased Premises of smoke or other fumes caused by Tenant's equipment.
17. Any additional electricity required for Tenant's use will be supplied at Tenant's sole expense, including pulling power to building and/or internal circuits or outlets. Such additional electricity may only be supplied with the Landlord's consent. Tenant accepts electrical circuits, wiring, outlets in Leased Premises "as is".
18. Landlord has the right to evacuate the Property in the event of an emergency or catastrophe.
19. No bicycles, motorcycles or similar vehicles will be allowed in the building or on the property.
20. Tenants shall not do, or permit to be done on or about the Property, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Property and its buildings, or otherwise increase the possibility of fire or other casualty.
21. Tenant shall comply with such parking rules and regulations as may be posted and

distributed from time to time.

22. Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes, or any other window treatment of any kind whatsoever. Landlord will control all internal lighting that may be visible from the exterior of the Building and shall have the right to change any unapproved lighting, without notice to Tenant, at Tenant's expense.

23. Tenant shall provide Plexiglas or other pads for all chairs mounted on rollers or casters.

24. Moving of any heavy or other significant items in or out of the Building must be done after 5:30 p.m. or before 7:30 a.m. during the regular work week, Monday through Friday. On weekends, Saturdays or Sundays, any moving must be cleared with the Management. The Tenant will be responsible for any damages incurred during his/her move. Scratches, dents, tears in wall paper, holes in walls and carpet tears, chips in door jams and broken light fixtures are all considered damages.

**EXHIBIT "C" TO LEASE AGREEMENT
SAFETY WARNING ACKNOWLEDGMENT**

Tenant acknowledges that Tenant has been warned as set forth below and agrees to the following:

1. To take all necessary precautions to protect Tenant, Tenant's customers, invitees and licensees and each of their respective property from and against any and all criminal~ negligent, tortious intention or other conduct by persons on or about or near the Leased Premises and the Property.
2. The Landlord has informed Tenant that, as of the date of this Lease, the Landlord does not provide security of any type.
3. The Tenant should call 911 for emergencies and contact local police with any and all information about a crime.
4. That Landlord has not made by warranty or representation, any guarantees as to the safety of the Leased Premises or the Property.
5. That Tenant assumes on behalf of Tenant's customers, invitees and licensees the risk of loss and property damage and loss which may be caused to them while at this Property transacting business with Tenant.

Tenant hereby acknowledges that personal injury, death and property damage and loss may be caused to Tenant, Tenant's customers, invitees and licensees by the criminal negligent, tortious, intentional or other conduct of persons on or about or near the Leased Premises or the Property. Tenant is advised and warned to take all necessary precautions to protect Tenant, Tenant's. customers, invitees and licensees and each of their respective property located on or about or near the Leased Premises or the Property.

EXHIBIT "D" TO LEASE AGREEMENT SECURITY GUIDELINES

The Landlord would like to give you some important safety guidelines. Follow these guidelines and use common sense in practicing safe conduct. Inform all people in your office about these guidelines.

PERSONAL SECURITY - WHILE INSIDE THE OFFICE

1. Lock your doors, and windows if applicable, if you are alone or it is after hours.
2. When answering the door, if you do not know the person, first talk to him or her without opening the door. Do not open the door if you have doubts. Do not allow solicitors in your office.
3. Do not give out keys, entry codes, gate cards or lock combinations.
4. Do not put your name, address, or phone number on your key ring.
5. If you are concerned because you have lost your key or because someone you distrust has a key, ask the management company to rekey the locks. We think you have a right to this as long as you pay for all rekeying required. If you cannot afford this, reasonable accommodation will be made.
6. Dial 911 for emergencies. In case the 911 number does not operate properly, keep phone numbers handy for the police, fire and EMS. If an emergency arises, call the appropriate governmental authorities first, then call the management.
7. Check your door locks, window latches, if applicable, and other security devices regularly to be sure they are working properly.
8. Immediately report the following to management in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors and alarm systems; and/or
 - Any malfunction of other safety devices outside your office such as broken gate locks, burned out lights in stairwells and parking lots, blocked passages, broken railings, etc.
9. Close blinds and window shades at night.
10. Mark or engrave identification on valuable personal property. Be sure to carry personal business property insurance. Do not leave valuables, purses, money, etc. where they can be seen or easily accessed.

PERSONAL SECURITY - WHILE OUTSIDE YOUR OFFICE

11. Lock your doors while you are gone, even if only for a minute.
12. Do your best not to walk alone at night.
13. Do not hide a key under the doormat, ashtray, above the door or a nearby flower pot. These are the first places a burglar will look.
14. Carry your door key in your hand, whether it is daylight or dark, when walking to your door. You are much more vulnerable when you are looking for your keys.

PERSONAL SECURITY - WHILE USING YOUR VEHICLE

15. Lock your car doors when driving. Lock your car doors and roll up your windows when leaving your vehicle parked.
16. Do not leave exposed items in your car such as cassette tapes, CD's, wrapped packages, briefcases, purses, phones, etc.
17. Carry your key in your hand while walking to your car, whether it is day or night.
18. Check the back seat before getting into your car.
19. Do not stop at gas stations or automatic teller machines at night or anytime you suspect danger.

PERSONAL SECURITY AWARENESS

No security warning, program or system is fail-safe. Even the best system cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunction, tampering, and human error. We disclaim any expressed or implied warranties of security.

AGENDA ITEM 28

Consider authorizing County Judge to sign a lease agreement between the City of Round Rock and Williamson County for the use of land by the County for purposes related to the operation of a public safety radio communications system.

Judge Doerfler addressed the Court.

Moved: **Commissioner Birkman**

Seconded: **Commissioner Boatright**

Motion: To authorize County Judge to sign a lease agreement between the City of Round Rock and Williamson County for the use of land by the County for purposes related to the operation of a public safety radio communications system.

Vote: 3 – 0. **Commissioner Limmer** was absent from the dais.

< Attachment >



June 29, 2009

Mr. Nelson Nagle
400 West Main, Ste. 210
Round Rock, TX 78664

Dear Mr. Nagle,

Currently our lease for office space at 400 West Main, Ste. 216, in Round Rock, TX is due to terminate on September 30, 2009. With the anticipated completion date of the new Round Rock Annex being sometime in early 2010 we would like extend our current lease agreement for 6 months. After which time we would like to continue to lease the premises for the intent of office space use on a month to month basis for up to 6 months with the understanding that a 30 day written notice will be provided to you when we are ready to terminate the lease permanently. We would like continue with the current rate of \$2,500 monthly. Therefore we would provide you with a check for 6 months up front in October of 2009 for \$15,000.00.

Please let this letter service of notice of our intentions not to renew the 3 year leasing contract.

Truly,
A handwritten signature in cursive script, appearing to read "Lisa Birkman".

Lisa Birkman
Williamson County Commissioner, Pct. 1

OFFICE LEASE EXTENSION AGREEMENT

Date: _____, 2009, to be effective as of October 1, 2009

Landlord: Nagel Holdings, L.P.

Landlord's Mailing Address:

Nagle Holdings, L.P.
400 West Main Street, Suite 210
Round Rock, Texas 78664

Tenant: County of Williamson, a political subdivision of the State of Texas

Tenant's Mailing Address:

County of Williamson
c/o: Williamson County Commissioner Precinct 1
400 Main Street, Ste. 216
Round Rock, Texas 78664

Office Lease Subject of this Office Lease Extension Agreement:

Office Lease Agreement dated to be effective as of October 1, 2006 by and between Nagle Holdings, L.P., as Landlord, and the County of Williamson, as Tenant, ("Office Lease"), wherein Landlord agreed to lease the office space designated as Suite 216 being located at 400 West Main Street, Round Rock, Texas 78664 ("Leased Premises"), to Tenant for the purposes described therein.

Agreement to Extend Office Lease:

1. **Extended Term:** The Landlord and Tenant hereby agree to extend the Office Lease for an additional six (6) months beginning October 1, 2009 and ending on April 30, 2010 ("Extended Term"). The Landlord and Tenant acknowledge that Tenant is not exercising its right to extend the Office Lease for an additional three (3) years, as set forth under Paragraph 1 of the Office Lease.
2. **Month-to-Month Tenancy:** Following the above described Extended Term, Tenant may holdover and continue to rent the Premises on a month-to-month tenancy for up to an additional six (6) months following the Extended Term ("Month-to-Month Tenancy"); provided, however, either party may terminate the Month-to-Month Tenancy or any tenancy thereafter, without cause, by providing the other party with at least thirty (30) day's written notice of its intent to terminate the Office Lease.

Rent for Extended Term:

Tenant hereby covenants and agrees to pay to Landlord the monthly rental rate of \$2,500.00 for each month of the Extended Term. Tenant agrees to pay the entire rental

amount for the Extended Term in one lump sum amount of \$15,000.00, to be paid in advance on October 1, 2009.

Rent for Month-to-Month Tenancy:

For each month that Tenant remains in the Leased Premises under the above described Month-to-Month Tenancy, the Tenant shall pay, as rent for the Leased Premises during the Month-to-Month Tenancy, \$2,500.00 per month in advance on the first (1st) day of each such calendar month.

In the event that Tenant remains in the Leased Premises following the above described Month-to-Month Tenancy, Tenant shall pay a fixed sum of \$3,750.00 (one-hundred fifty percent (150%) of the monthly base rent) for each month that Tenant holds over past the Month-to-Month Tenancy.

If, after the Extended Term, Tenant moves out of the Leased Premises prior to the expiration of a month, Landlord agrees to reimburse Tenant for the pro-rata portion of prepaid rents for the unexpired portion of the month.

Amendment of Office Lease Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Office Lease contradict or conflict with the terms of this Office Lease Extension Agreement, the terms of this Office Lease Extension Agreement shall control. All other existing terms, covenants and conditions of the Office Lease shall remain in full force and effect during the Extended Term and any tenancy thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

LANDLORD:

NAGLE HOLDINGS, L.P.

By: Nelson L. Nagle

Printed Name: Nelson L. Nagle

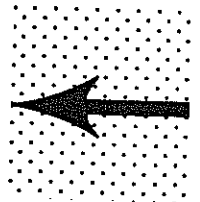
Representative
Capacity: President

TENANT:

COUNTY OF WILLIAMSON

By: _____

Dan A. Gattis,
Williamson County Judge



Consider approval for retreat in October 2009 for Tax office staff
Commissioners Court - Regular Session

Date: 06/30/2009

Submitted By: Kathryn Morehouse, County Tax Assessor Collector

Submitted For: Deborah Hunt

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving request for a one day retreat at Reunion Ranch for the tax office staff in October 2009.

Background

City, county, and school buildings are in use on days we plan the retreat and, therefore, are not available. In addition, kitchen facilities are not available for the large meal planned and/or the rooms are not large enough to accomodate the size of the staff. Please consider approving the location of this planned retreat.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Reunion Ranch Oct 09](#)

Form Routing/Status

Form Started By: Kathryn Morehouse Started On: 06/23/2009 03:27 PM

Final Approval Date: 06/25/2009



REUNION RANCH

FACILITIES LEASE AGREEMENT TEAMBUILDING

This agreement represents the complete understanding between Reunion Ranch, 850 CR 255, Georgetown, TX 78633 ("RR"), and the customer ("Customer"):

Name:	<u>Williamson County Tax Assessor/Collector</u>
Address:	<u>904 South Main Street Georgetown, Texas 78626</u>
Contact:	<u>Kathryn Morehouse</u>
Telephone:	<u>512-943-1601 ext37015</u>
E-Mail:	<u>kmorehouse@wilco.org</u>

RR agrees to provide exclusive use of its picnic facilities and services to Customer on **October 12, 2009** between the hours of **8:00 am – 5:00pm**. Customer expects 55 to be in attendance and guarantees that a minimum of **50** will be in attendance. Customer agrees to pay RR a flat fee of **\$1,995.00** for the minimum guaranteed attendance, plus **\$24.95** for each additional person over 3 years of age in attendance above the guarantee, excluding any additions initialed below. Customer agrees to provide RR with an updated guarantee of attendance at least five (5) days prior to the event. **Customer will be billed based upon the updated guarantee or the actual attendance, whichever is greater.**

Each ticket issued pursuant to this agreement will entitle its holder to the following:

- 1) One complete dinner, which will be served between the hours of TBD. *plus continental breakfast*
- 2) Use of all RR facilities and equipment, including softball, volleyball, soccer, horseshoes, miniature golf, obstacle course, bingo, frontier fort, teepees, pedal boats and playground equipment.
- 3) Soft drinks, tea and water.

In addition, at the Customer's option, which must be initialed by Customer if desired, RR will provide the following for an additional charge as noted below:

	Description	Price	Initials
1)	<u>Team Events TBD 30 days prior to event</u>	<u>\$</u>	
2)		<u>\$</u>	
3)		<u>\$</u>	

An initial non-refundable deposit of **\$1,000.00** must be paid to secure this reservation. A second deposit of **\$ n/a** (50%) must be received by RR no later than sixty (60) days prior to the picnic. The remaining balance will be billed to Customer at the conclusion of the picnic, and must be paid within thirty (30) days. An N/A sales tax will be added to all prices.

Customer has read and understands the terms and conditions on the reverse side of this page, which are incorporated as part of this agreement.

CUSTOMER:

By: Kathryn Morehouse
 Name: KATHRYN MOREHOUSE
 Title: Office Administrator
 Date: 6/23/09

REUNION RANCH (www.reunionranch1.com)

By: Jay Pearce
 Name: Jay Pearce
 Title: President
 Date: 6-18-2009

REMARKS: Please approve above and also initial on the back. Please return original to Reunion Ranch.
THANK YOU!!!

Consider accepting a donation of \$100 for Memorial Tree planting in memory of Troy Bijou from the employees of the Williamson County Juvenile Services
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider accepting a donation of \$100 for Memorial Tree planting in memory of Troy Bijou from the employees of the Williamson County Juvenile Services.

Background

I am in receipt of \$100.00 donated for the Tree Planting Program in honor of the memory of Troy Bijou. His co-workers and friends in Williamson County Juvenile Services donated the funds for the tree. It will be planted on the Juvenile Services building site in a memorial grove. The tree will be planted in the fall when the temperatures are more conducive.

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: Jim Rodgers Started On: 06/18/2009 11:47 AM
Final Approval Date: 06/18/2009

Discuss and take appropriate action to approve letter of intent to convey + or - 5 acres of land for match requirements for the City of Taylor for a T

Commissioners Court - Regular Session

Date: 06/30/2009

Submitted By: Jim Rodgers, Parks

Submitted For: Jim Rodgers

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to approve letter of intent to convey + or - 5 acres of land for match requirements for the City of Taylor for a Texas Parks and Wildlife Department Indoor Recreation Grant.

Background

To help facilitate the City of Taylor's application for a Texas Parks and Wildlife Department Indoor Recreation Grant the county will agree by this letter to pledge five acres (more or less) adjacent to the East Williamson County Park. This pledge will be incorporated into the City's grant application and, upon approval of the grant, will be transferred to the City in a form agreeable to meet the terms of the grant. The City of Taylor will assume any costs associated with the transfer. Should the City of Taylor be unable to obtain the grant or otherwise develop the tract under the terms of the grant within three years of the date of the letter then the pledge will become null and void.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [pledge of +/- 5 acres](#)

Link: [Taylor Grant Letter](#)

Form Routing/Status

Form Started By: Jim Rodgers Started On: 06/19/2009 01:27 PM

Final Approval Date: 06/25/2009



This map is a schematic intended only for casual purposes;
do not rely on the accuracy of any details without independently
confirming them.





**RON MORRISON
WILLIAMSON COUNTY
COMMISSIONER PCT #4**

350 EXCHANGE BLVD., STE. 100
HUTTO, TX 78634
512-846-1190 OFFICE
512-846-1140 FAX

June 30, 2009

The Honorable Rod Hortenstine
Mayor, City of Taylor
400 Porter Street
Taylor, TX 76574

RE: Letter of Support for the City of Taylor's Application for a Texas Parks and Wildlife
Department Indoor Recreation Grant

Dear Mayor Hortenstine:

To further support the City of Taylor's application for an Indoor Recreation Grant through the Texas Parks and Wildlife Department (TPWD), Williamson County is pleased to offer this pledge of support. In Commissioners Court on June 30, 2009, the Court approved a pledge of a tract of land adjacent to the East Williamson County Park which will, if the TPWD grant is received, be conveyed in an appropriate manner to the City of Taylor in furtherance of this project. This commitment will be contingent upon receipt of the grant within three years of this letter and conditioned upon the City of Taylor's agreement to that such property be used solely for public park purposes.

The entire community of Taylor as well as citizens throughout the county will be greatly served by this project and it will enhance the recreational opportunities for everyone in Williamson County.

Sincerely,

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

Ron Morrison
County Commissioner
Williamson County, Precinct 4

Interlocal Agreement for Funding for East Williamson County Park
Commissioners Court - Regular Session

Date: 06/30/2009
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 an Interlocal Agreement (ILA) between the County and City of Taylor for funding a portion of construction of the East Williamson County Park.

Background

This Interlocal Agreement (ILA) provides that the County will fund a portion of the construction costs related to development of the East Williamson County Park. The City of Taylor (City) has previously applied for and obtained grants from the Texas Parks and Wildlife Department (TPWD). The County agrees to fund a portion of the project in the amount of \$500,000 out of Williamson County Tax Bonds and the City will use these funds for construction costs of roads and parking lots associated with the project. The City will be funding the remainder of the project out of local bond money. If TPWD grant funding is not received the County's obligation to provide funds for the project will cease.

Following the payment of funds the City agrees to assume all operations and maintenance responsibilities.

The County Attorney's office has reviewed the relevant documents.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [ILA with Taylor](#)

Form Routing/Status

Form Started By: Jim Rodgers Started On: 06/24/2009 02:25 PM

Final Approval Date: 06/25/2009

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITY OF TAYLOR
FOR FUNDING FOR EAST WILLIAMSON COUNTY PARK**

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

CITY OF TAYLOR

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the CITY OF TAYLOR, TEXAS, a home-rule municipality and political subdivision of the State of Texas (hereinafter referred to as the "City").

WHEREAS, the County and the City have identified high priority, citizen-desired park facilities through their Parks, Recreation, and Open Space Master Plans; and

WHEREAS, on July 31, 2005 the City applied to Texas Parks and Wildlife Department for park funding for East Williamson County Park Phase I and was awarded \$500,000 for park development on April 3, 2006; and

WHEREAS, on July 31, 2006 the City applied to the Texas Parks and Wildlife Department for park funding for East Williamson County Park Phase II and was awarded \$400,000 for park development on May 31, 2007; and

WHEREAS, the construction of the above referenced East Williamson County Park Phases I and II shall be collectively referred to herein as the "Project"; and

WHEREAS, in November 2008 the City advertised for bids for construction services for the Project and, thereafter, in January 2009, the City contracted for \$8 million for construction of the Project; and

WHEREAS, the County desires to fund a portion of the Project with money obtained through the issuance for park bonds entitled "Williamson County, Texas, Limited Tax bonds, Series 2007A" in order to facilitate the development of such Project within its boundaries, contingent upon Texas Parks and Wildlife Department approval and funding; and

WHEREAS, the City shall fund the remaining construction costs of the Project with amounts from local bond money; and

WHEREAS, for adequate mutual consideration which the parties hereby acknowledge as sufficient, the parties desire to set forth in writing the agreed terms and conditions for the use of funds related to the Project;

NOW, THEREFORE, the County and the City hereby agree as follows:

1. **Project Funding.** The County hereby agrees to fund a portion of the Project in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in accordance with the terms and conditions of this Agreement. The City agrees to use such funding for payment of construction costs of the roads and parking lots associated with the Project.

The City acknowledges and agrees that the County's funding of the Project is in conjunction with and contingent upon the City having received approval of grant funds for the Project from Texas Parks and Wildlife Department. In the event that such grant funding is not provided for the Project, then and in that event the County's obligation to provide funding for the Project shall cease and this Agreement shall thereafter be of no further force or effect.

2. **City's Duties and Responsibilities.** The parties agree that the City shall:
 - (a) Utilize a statutorily-allowable delivery method for construction of the Project;
 - (b) In the development and construction of the Project, comply with all federal and state laws and regulations;
 - (c) Post a sign at the construction site during construction of the Project identifying the County as one of the funding sources;
 - (d) Provide the County with any and all documentation or information that the County may reasonably require or request pursuant to this Agreement or the Project;
 - (e) Provide the County with a quarterly report of the progress of the Project, including any documentation necessary to conduct a Project audit, i.e. construction contracts, supply invoices, time sheets, and the like;
 - (f) Inform the County in a timely manner of any substantial delays or alterations in the scope of work of the Project;
 - (g) Provide overall Project management and contract administration to supervise and control the day-to-day activities of the construction, and monitor the activities of the contractor to ensure the timely and efficient completion of the Project in accordance with the plans and specifications and construction schedule subject to unforeseen delays;

- (h) Upon completion or substantial completion of the Project, provide detailed reports to support Project costs;
- (i) Provide the County with photographic record(s) of the completed Project;
- (j) In the event the City determines, in its sole discretion, that fees and costs are of such an amount that completion of the Project is no longer monetarily feasible, the City shall have the right to terminate this Agreement and decline funding from the County; provided, however, if the County has already extended funding to the City as of the date on which the City terminates this Agreement, then and in that event the City shall immediately reimburse and return all such funding to the County;
- (k) In the event the City constructs an informational sign or dedication sign following completion of the Project, the City shall identify the County as one of the funding sources; and
- (l) Following the County's payment of the funds to the City, as provided herein, the City shall assume all operations and maintenance responsibilities of the East Williamson County Park and any costs associated with such responsibilities, which operations and maintenance shall be on the East Williamson County Park property previously conveyed by the County to the City and the property conveyed by easements shown in Exhibits "A" and "B" attached hereto and incorporated by reference herein; provided, however, the City shall not be obligated to provide maintenance or perform any obligations or responsibilities which the Taylor Rodeo Association must provide in relation to the East Williamson County Park nor any operation or maintenance responsibilities north of a property line described in Exhibit "C" attached hereto and incorporated by reference herein. The City's operations and maintenance responsibilities shall include, but not be limited to, mowing the entrance and irrigation pond, trash collection, maintenance of the irrigation system, irrigation pond, water wells and pump house, street lights, roadway and improvements existing of the date of this Agreement on the property previously conveyed to the City by the County as well as the property shown in Exhibits "A" and "B".
- (m) The City shall assume payment of utility costs for the improvements existing on the property shown in Exhibits "A" and "B" following County's payment of the funds subject of the Agreement.

3. **Payment of Funds.** Following completion of the construction of the roads and parking lots associated with the Project, the city shall provide County with payment receipts evidencing the City's payment of such items. Upon County's satisfaction that payment for the construction of the roads and parking lots associated with the Project has been made by City, County shall thereafter tender its funding to City.

4. Term And Termination.

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

5. General Provisions. The following general provisions shall apply to this Agreement:

- (a) **Interlocal Cooperation.** The County and the City agrees to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Agreement.
- (b) **Payment from Current Revenues.** Pursuant to Chapter 791, Texas Government Code, each party paying for governmental services hereunder does hereby provide for payment of same from current revenues or other funds of said party lawfully available for such purpose.
- (c) **County's Right to Audit.** City 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 City which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. City agrees that County shall have access during normal working hours to all necessary City 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 City reasonable advance notice of intended audits.

- (d) **Amendments.** Any amendment hereof must be in writing and signed by the authorized representative(s) for each party.
- (e) **Interpretation and Authority.** The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including the authority conferred in V.T.C.A. Government Code, Chapter 791 ("Interlocal Cooperation Contracts"). Except as set forth herein, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement between the County and the City.
- (f) **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- (g) **Assignment.** Neither party may assign its rights and obligation under this Agreement.
- (h) **Other Necessary Actions and Instruments.** The parties agree that each will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.
- (i) **No Third Party Beneficiaries.** Except as set forth herein, 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.
- (j) **No Joint Venture, Partnership, or Agency.** This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto.
- (k) **Venue.** Venue for any suit arising hereunder shall be in Williamson County, Texas.
- (l) **Duplicate Originals.** This Agreement may be executed in duplicate originals, each of equal dignity.
- (n) **Effective Date.** This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the County and the City, and due execution hereof by their respective authorized representative(s).
- (o) **Entire Agreement.** 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.

IN WITNESS WHEREOF, the authorized representative(s) of the County and the City have executed this Interlocal Agreement on the dates set forth below.

WILLIAMSON COUNTY, TEXAS

FOR COUNTY, ATTEST:

By: _____
Dan A. Gattis, Williamson County Judge

By: _____
Nancy E. Rister, County Clerk

Date Signed: _____

Date Signed: _____

CITY OF TAYLOR, TEXAS

By: Bob Hortenshine - Mayor

Date Signed: 6-24-09

FOR CITY, ATTEST:

By: Susan Brock, City Clerk

Date Signed: 6-24-09

FOR CITY, APPROVED AS TO FORM:

By: Jeelw. Hal
City Attorney

Date Signed: 6-24-09

EXHIBIT "A"

PUBLIC ACCESS, UTILITY AND DRAINAGE EASEMENT

Date: June 23, 2009

Grantor: Williamson County Park Foundation, Inc., a Texas non-profit corporation

Grantor's Mailing Address (include County):

710 Main, Suite 210, Georgetown,
Williamson County, Texas 78626

Grantee: THE CITY OF TAYLOR, TEXAS, a Home Rule Municipal
Political Subdivision of the State of Texas

Grantee's Mailing Address (include County):

400 Porter Street
Taylor, Williamson County, Texas 76574

Consideration: TEN DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE
CONSIDERATION

Easement Description ("Easement")

BEING a 5.146 acre tract of land situated in the William J. Baker Survey, Abstract No. 65, located in Williamson County, Texas, and being more fully described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all purposes.

Grantor, for the Consideration, grants, sells, and conveys to Grantee a perpetual exclusive public access, utility and drainage easement for the purpose of constructing, maintaining, repairing, abandoning in place, servicing, operating, controlling, and reconstructing existing and future public facilities, utilities and drainage facilities over, upon, through and across the Easement described above, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever.

Grantor and Grantor's heirs executors, administrators, successors and assigns warrant and forever defend all and

singular the Easement to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Prior to construction of any public facility or utility, Grantee shall have the right to go over and across land owned by Grantor which is adjacent to the Easement for purposes of performing surveys and other necessary construction work provided that the public access, utility and drainage easement and all public facilities located therein and such work pertaining to them shall be undertaken by Grantee on only the Easement. After the initial construction of any public facilities, Grantee, from time to time and as often as necessary, shall have the right of ingress and egress over, along and across the Easement for purposes of maintaining, altering, inspecting or operating within the Easement the public facilities and all other associated equipment and appurtenances thereto.

Grantor shall not use the property on which the Easement is granted in a manner that interferes with the rights granted herein to Grantee.

This Public Access, and Drainage Utility Easement is binding upon Grantor and Grantee, their respective heirs, executors, administrators, successors and assigns and all rights, and privileges granted herein shall run with the land.

When the context requires, singular nouns and pronouns include the plural.

WILLIAMSON COUNTY PARK
FOUNDATION, INC.
a Texas non-profit corporation

BY: Charles Crossfield
ITS: President

GRANTOR

STATE OF TEXAS \$
COUNTY OF WILLIAMSON \$

This instrument was acknowledged before me on the ____ day of ____, 2009, by Charles Crossfield, President of Williamson County Park Foundation, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

AGREED AND ACCEPTED:

CITY OF TAYLOR, TEXAS

By: JIM DUNAWAY
City Manager

ATTEST:

SUSAN BROCK
City Clerk

STATE OF TEXAS \$
COUNTY OF WILLIAMSON \$

This instrument was acknowledged before me on the ____ day of June, 2009, by JIM DUNAWAY, City Manager for and on behalf of the CITY OF TAYLOR, TEXAS, a Home Rule Municipal Political Subdivision of the State of Texas.

Notary Public, State of Texas

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF WILLIAMSON

JUNE 23, 2009

5.146 ACRES

These notes describe that certain tract of land situated in the **WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65**, located in Williamson County, Texas; subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 23, 2009, subject tract being more fully described as follows:

BEGINNING at a $\frac{1}{2}$ " iron rod found (capped) in the North right-of-way of FM 397 for the Southeast corner of a called "50.00 Acres" as conveyed in a warranty deed from John H. Miles, Jr. to Taylor Independent School District dated 9-14-1989 as recorded in volume 1821, page 469 Official Records Williamson County (ORWC) same being the Southwest corner of the above mentioned "135.00 Acres" for the Southwest corner of subject;

THENCE North 19°20'00" West, for a distance of **684.25 feet** with the common line of said "50.00 Acres" and "135.00 Acres" to a set $\frac{1}{2}$ " iron rod (capped) for the Northwest corner of subject; from which for reference a 3" iron pipe the Northwest corner of said "135.00 Acres" bears North 19°20'00" West, 1207.52 feet;

THENCE North 72°42'57" East, for a distance of **339.24 feet** to a set $\frac{1}{2}$ " iron rod for the Northeast corner of subject; same being the lower Northwest corner of a "1.387 Acres" surveyed this date;

THENCE South 17°27'22" East, for a distance of **25.10 feet** to a found $\frac{1}{2}$ " iron rod for the Northwest corner of a called "1.135 Acres" as surveyed by this firm on April 28, 2004, for a point in the East line of subject;

THENCE South 17°27'22" East, with the common line of said "1.135 Acres" and subject for a distance of **657.70 feet** to a found $\frac{1}{2}$ " iron rod in the North right-of-way line of FM 397 for the Southwest corner of said "1.135 Acres" same being the Southeast corner of subject; from which for reference a found $\frac{1}{2}$ " iron rod (capped) for the Southeast corner of said "1.135 Acres" same being the Southwest corner of a called "Residual First Tract-50 Acres" as conveyed in a deed from Jessie Tennill to Roy Schroeder, et ux dated 11-28-1961 as recorded in volume 448, page 127 Williamson County Deed Records (WCDR) bears North 72°31'26" East, 58.18 feet;

THENCE South 72°31'57" West, with the North right-of-way of FM 397 for a distance of **316.82 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of **5.1465 Acres**.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements; visible utilities, encroachments and roadways. Bearings and Coordinates shown hereon based on Texas State Plane Coordinate System Central Zone NAD 83/93 Adjustment (Grid Values); Elevations based on NGVD88 datum.

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

EXHIBIT "B"

INGRESS AND EGRESS ACCESS EASEMENT

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

THAT WILLIAMSON COUNTY PARK FOUNDATION, INC., a Texas non-profit corporation, hereinafter referred to as Grantor (whether one or more) ("Grantor"), for and in consideration of the payment of TEN and No/100 dollars (\$10.00) and other good and valuable consideration paid by the CITY OF TAYLOR PARK FOUNDATION, ("Grantee"), 400 Porter Street, Taylor, Williamson County, Texas 76574, the receipt of which is hereby acknowledged, does hereby GRANT, SELL, and CONVEY unto Grantee, the perpetual right of ingress and egress over and across the following described property of Grantor, to-wit:

See Exhibit "A" attached hereto and made apart hereof for all intents and purposes hereunto and in any wise pertaining, describing 1.387 acres of land, more or less, for an access easement (the "Easement"), said 1.387 acre tract being situated in the William J. Baker Survey, Abstract No. 65 in Williamson County, Texas, subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas; and being more particularly described by metes and bounds as attached; and

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Easement, rights and privileges herein granted shall be perpetual, provided however, that said Easement, rights, and privileges shall cease and revert to Grantor in the event the right of ingress and egress is abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The Easement, rights, and privileges granted herein are not exclusive, and Grantor may convey other easements or conflicting

rights within the area covered by this grant, without the consent of Grantee. Grantor, however, shall take reasonable safeguards to protect the integrity of Grantee's rights of ingress and egress.

The Easement may be used in common by Grantor, its guests, agents, servants, employees, invitees, successors, and assigns.

Grantor further grants to Grantee:

- (a) the right of ingress to and egress contemplated herein shall be by means of a 50 foot wide paved roadway;
- (b) the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress and egress across the easement;
- (c) the right of grading for, construction, maintaining and using said access easement and related facilities on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress;
- (d) Grantor or its assigns shall be responsible for maintaining said easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement, without the express written consent of Grantor;
- (b) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

TO HAVE AND TO HOLD the rights and interest described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interest unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

Dated this the 23rd day of June, 2009.

WILLIAMSON COUNTY PARK FOUNDATION, INC.
a Texas non-profit corporation

By: _____
Charles Crossfield, President

ACKNOWLEDGEMENT

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

This instrument was acknowledged before me on the _____
day of _____, 2009, by Charles Crossfield, President of
WILLIAMSON COUNTY PARK FOUNDATION, INC., a Texas non-profit
corporation, on behalf of said corporation.

Notary Public, State of Texas

JUNE 23, 2009

1.387 ACRES

These notes describe that certain tract of land situated in the **WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65**, located in Williamson County, Texas; subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 23, 2009, subject tract being more fully described as follows:

COMMENCING at found $\frac{1}{2}$ " iron rod in the North right-of-way of FM 397 for the Southwest corner of a called "1.135 Acres" as surveyed by this firm on April 28, 2004, same being the Southwest corner of a called "5.610 Acre" Public Access, Utility and Drainage Easement dated May 13, 2008 as recorded in Document No. 2008037043 OPRWC; **THENCE North 17°27'22" West**, for a distance of **657.70 feet** to a found $\frac{1}{2}$ " iron rod for the lower Northwest corner of said "5.610 Acres" same being the Northwest corner of said "1.135 Acres" for the Southwest corner of subject and **POINT OF BEGINNING**;

THENCE North 17°27'22" West, for a distance of **25.10 feet** to a set $\frac{1}{2}$ " iron rod (capped) for the lower Northwest corner of subject; from which for reference a set $\frac{1}{2}$ " iron rod (capped) for the Northwest corner of a "5.146 Acres" as surveyed on this date, bears South 72°42'57" West, 339.24 feet;

THENCE North 72°42'57" East, for a distance of **448.73 feet** to a set $\frac{1}{2}$ " iron rod (capped) for an interior corner of subject;

THENCE North 17°33'59" West, for a distance of **1178.25 feet** to a set $\frac{1}{2}$ " iron rod (capped) in the South line of a called "Taylor Rodeo Association 26.133 Acre" tract surveyed by this firm on 2-19-2004, for the upper Northwest corner of subject; from which for reference a found $\frac{1}{2}$ " iron rod for an exterior corner of said "26.133 Acres" bears South 70°43'30" West, 518.17 feet;

THENCE North 70°43'30" East, with the common line of said "26.133 Acres" and subject for a distance of **40.84 feet** to a found $\frac{1}{2}$ " iron rod (capped) for the Northeast corner of subject; same being the upper Northwest corner of the above mentioned "5.610 Acres"; from which for reference a found $\frac{1}{2}$ " iron rod (capped) in the West line of a called "74.863 Acres" as conveyed in a deed from Roy Schroeder, et ux to Williamson County Park Foundation Inc, dated 5-25-2001 as recorded in Document No. 2001039326 Williamson County Deed Records (WCDR) for the Southeast corner of said "26.133 Acres" bears North 70°43'30" East, 91.69 feet;

THENCE South 17°33'59" East, with the common line of the above mentioned "5.610 Acres" and subject for a distance of **1204.77 feet** to a found $\frac{1}{2}$ " iron rod (capped) for the an interior corner said "5.610 Acres" same being the Southeast corner of subject;

THENCE South 72°42'57" West, continuing with the common line of said "5.610 Acres" and subject for a distance of **489.60 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of **1.387 Acres**.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, visible utilities, encroachments and roadways. Bearings and Coordinates shown hereon based on Texas State Plane Coordinate System Central Zone NAD 83/93 Adjustment (Grid Values); Elevations based on NGVD88 datum.

Bruce Lane Bryan Registered Professional Land Surveyor No. 4249

EXHIBIT "C"

S 70 degrees 43' 30" W, 561.75 feet

"TAYLOR RODEO ASSOC. - 26.133 ACRES"
SURVEYED BY THIS FIRM ON FEBRUARY 19, 2004.

N70°49'16"E
44.60'
1/2" IRON ROD FOUND W/CAP

"2.53 ACRES"
BARBARA A. PARKER & ROBERT M.
10-17-95 CAUSE # 15707 PRO
RECORDS WILLIAMSON COUNT.

WILLIAM J. BAKER SURVEY, A-65

74.863 ACRES

"RESIDUAL PORTION OF 135.000 ACRES"

GWD - WILLIAMSON COUNTY PARK FOUNDATION INC.
TO
CITY OF TAYLOR PARK FOUNDATION
5-28-05 DDC. # 2005049138 DRWG

"135.000 ACRES"
DEED - ROY SCHROEDER, ET UX
TO
WILLIAMSON COUNTY PARK FOUNDATION INC.
5-25-01 DDC. # 2001039326 WCDR

379,082 Sq. ft.
8.703 Acres

RESIDUAL "SECOND TRACT - 43.5 ACRES"
DEED - JESSIE TENNILL
TO
ROY SCHROEDER, ET UX
11-28-61 448/127 WCDR

RESIDUAL "FIRST TRACT - 60 ACRES"
DEED - JESSIE TENNILL
TO
ROY SCHROEDER, ET UX
11-28-61 448/127 WCDR

FARM TO MARKET ROAD NO. 397

7, JR.
101 DISTRICT
ORWG

Public Access, Utility and Drainage Easement, Ingress/Egress Access Easement City of Taylor

Commissioners Court - Regular Session

Date: 06/30/2009

Submitted By: Gary Boyd, Parks

Submitted For: Jim Rodgers

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Public Access, Utility and Drainage Easment and an Ingress and Egress Easement for the City of Taylor in conjunction with operations associated with the East Williamson County Park.

Background

The City of Taylor, in conjunction with its operations at the East Williamson County Park, is requesting easements to facilitate those operations. Under the easements the City will assume maintenance and management of a roadway, the entrance to the park area (including access to the East Williamson County Regional Event Center ("arena"), presently maintained by the Taylor Rodeo Association), and access and maintenance of the irrigation pond.

There are two easements that cover two tracts of land. The first is approximately 5 acres with frontage on NW Carlos G. Parker Blvd. The second requested easement is an approximate 1.4 acre strip that incorporates the access road. An earlier easement granted by the County failed to include the road. All maintenance and utilities covered by these easements will become the responsibility of the City of Taylor.

A map prepared by GIS is attached showing an aerial representation of the two Public Access, Utility and Drainage Easements. The County Attorney's office has reviewed documents.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [easements - City of Taylor](#)

Link: [easement - detention pond](#)

Link: [detension pond sketch](#)

Link: [easement - road section](#)

Link: [road easement sketch](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 06/24/2009 12:17 PM

Final Approval Date: 06/25/2009



This map is a schematic intended only for casual purposes; do not rely on the accuracy of any details without independently confirming them.

PUBLIC ACCESS, UTILITY AND DRAINAGE EASEMENT

Date: June 23, 2009

Grantor: Williamson County Park Foundation, Inc., a Texas non-profit corporation

Grantor's Mailing Address (include County):

710 Main, Suite 210, Georgetown,
Williamson County, Texas 78626

Grantee: THE CITY OF TAYLOR, TEXAS, a Home Rule Municipal
Political Subdivision of the State of Texas

Grantee's Mailing Address (include County):

400 Porter Street
Taylor, Williamson County, Texas 76574

Consideration: TEN DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE
CONSIDERATION

Easement Description ("Easement")

BEING a 5.146 acre tract of land situated in the William J. Baker Survey, Abstract No. 65, located in Williamson County, Texas, and being more fully described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all purposes.

Grantor, for the Consideration, grants, sells, and conveys to Grantee a perpetual exclusive public access, utility and drainage easement for the purpose of constructing, maintaining, repairing, abandoning in place, servicing, operating, controlling, and reconstructing existing and future public facilities, utilities and drainage facilities over, upon, through and across the Easement described above, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever.

Grantor and Grantor's heirs executors, administrators, successors and assigns warrant and forever defend all and

singular the Easement to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Prior to construction of any public facility or utility, Grantee shall have the right to go over and across land owned by Grantor which is adjacent to the Easement for purposes of performing surveys and other necessary construction work provided that the public access, utility and drainage easement and all public facilities located therein and such work pertaining to them shall be undertaken by Grantee on only the Easement. After the initial construction of any public facilities, Grantee, from time to time and as often as necessary, shall have the right of ingress and egress over, along and across the Easement for purposes of maintaining, altering, inspecting or operating within the Easement the public facilities and all other associated equipment and appurtenances thereto.

Grantor shall not use the property on which the Easement is granted in a manner that interferes with the rights granted herein to Grantee.

This Public Access, and Drainage Utility Easement is binding upon Grantor and Grantee, their respective heirs, executors, administrators, successors and assigns and all rights, and privileges granted herein shall run with the land.

When the context requires, singular nouns and pronouns include the plural.

WILLIAMSON COUNTY PARK
FOUNDATION, INC.
a Texas non-profit corporation

BY: Charles Crossfield
ITS: President

GRANTOR

§

This instrument was acknowledged before me on the ____ day of ____, 2009, by Charles Crossfield, President of Williamson County Park Foundation, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

AGREED AND ACCEPTED:

CITY OF TAYLOR, TEXAS

JIM DUNAWAY
City Manager

ATTEST:

SUSAN BROCK
City Clerk

§

This instrument was acknowledged before me on the ____ day of June, 2009, by JIM DUNAWAY, City Manager for and on behalf of the CITY OF TAYLOR, TEXAS, a Home Rule Municipal Political Subdivision of the State of Texas.

Notary Public, State of Texas

EXHIBIT

"A"

STATE OF TEXAS
COUNTY OF WILLIAMSON

JUNE 23, 2009

5.146 ACRES

These notes describe that certain tract of land situated in the **WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65**, located in Williamson County, Texas; subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 23, 2009, subject tract being more fully described as follows:

BEGINNING at a ½" iron rod found (capped) in the North right-of-way of FM 397 for the Southeast corner of a called "50.00 Acres" as conveyed in a warranty deed from John H. Miles, Jr. to Taylor Independent School District dated 9-14-1989 as recorded in volume 1821, page 469 Official Records Williamson County (ORWC) same being the Southwest corner of the above mentioned "135.00 Acres" for the Southwest corner of subject;

THENCE North 19°20'00" West, for a distance of **684.25 feet** with the common line of said "50.00 Acres" and "135.00 Acres" to a set ½" iron rod (capped) for the Northwest corner of subject; from which for reference a 3" iron pipe the Northwest corner of said "135.00 Acres" bears North 19°20'00" West, 1207.52 feet;

THENCE North 72°42'57" East, for a distance of **339.24 feet** to a set ½" iron rod for the Northeast corner of subject; same being the lower Northwest corner of a "1.387 Acres" surveyed this date;

THENCE South 17°27'22" East, for a distance of **25.10 feet** to a found ½" iron rod for the Northwest corner of a called "1.135 Acres" as surveyed by this firm on April 28, 2004, for a point in the East line of subject;

THENCE South 17°27'22" East, with the common line of said "1.135 Acres" and subject for a distance of **657.70 feet** to a found ½" iron rod in the North right-of-way line of FM 397 for the Southwest corner of said "1.135 Acres" same being the Southeast corner of subject; from which for reference a found ½" iron rod (capped) for the Southeast corner of said "1.135 Acres" same being the Southwest corner of a called "Residual First Tract-50 Acres" as conveyed in a deed from Jessie Tennill to Roy Schroeder, et ux dated 11-28-1961 as recorded in volume 448, page 127 Williamson County Deed Records (WCDR) bears North 72°31'26" East, 58.18 feet;

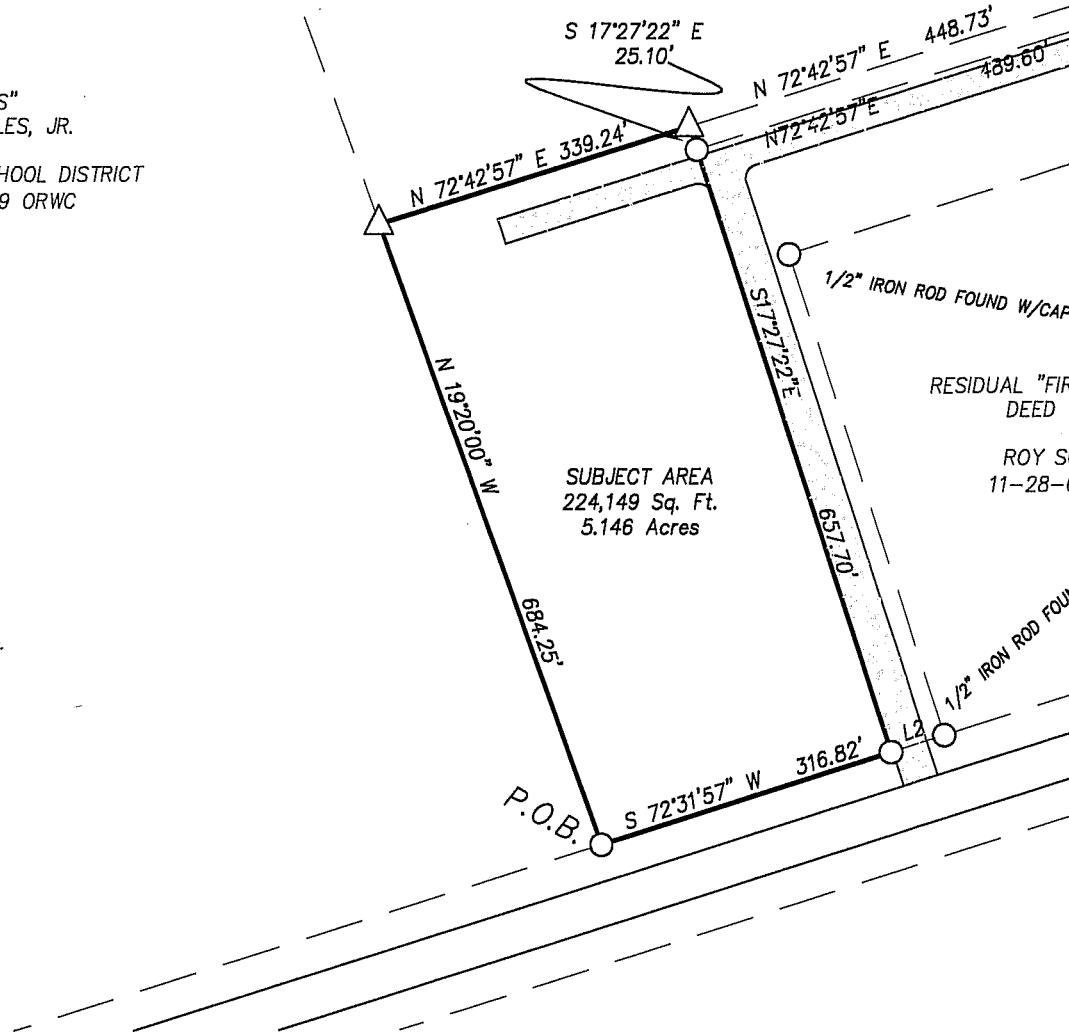
THENCE South 72°31'57" West, with the North right-of-way of FM 397 for a distance of **316.82 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of **5.1465 Acres**.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, visible utilities, encroachments and roadways. Bearings and Coordinates shown hereon based on Texas State Plane Coordinate System Central Zone NAD 83/93 Adjustment (Grid Values); Elevations based on NGVD88 datum.

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

"50.00 ACRES"
 WD - JOHN H. MILES, JR.
 TO
 TAYLOR INDEPENDENT SCHOOL DISTRICT
 9-14-89 1821/469 ORWC



FOUND (WITH CAP)
 SET (WITH CAP)

A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS
 THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE
 AND TYPE OR BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITH
 PROPERTY, SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED.
 NTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID
 AND FROM A DEDICATED ROADWAY.

FLOOD NOTE:

THE PROPERTY DEPICTED HEREON IS NOT W
 DETERMINED BY THE FEDERAL EMERGENCY
 IDENTIFIED ON F.I.R.M. PANEL NO. 48491 CO
 LOCATED IN ZONE "X".

NOTE:

NO TITLE COMMITMENT REVIEWED FOR THIS
 RESPONSIBLE FOR VERIFICATION OF ANY CO
 EXIST BUT ARE NOT SHOWN HEREON.

INGRESS AND EGRESS ACCESS EASEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§ **KNOW ALL BY THESE PRESENTS:**
§

THAT WILLIAMSON COUNTY PARK FOUNDATION, INC., a Texas non-profit corporation, hereinafter referred to as Grantor (whether one or more) ("Grantor"), for and in consideration of the payment of TEN and No/100 dollars (\$10.00) and other good and valuable consideration paid by the CITY OF TAYLOR PARK FOUNDATION, ("Grantee"), 400 Porter Street, Taylor, Williamson County, Texas 76574, the receipt of which is hereby acknowledged, does hereby GRANT, SELL, and CONVEY unto Grantee, the perpetual right of ingress and egress over and across the following described property of Grantor, to-wit:

See Exhibit "A" attached hereto and made apart hereof for all intents and purposes hereunto and in any wise pertaining, describing 1.387 acres of land, more or less, for an access easement (the "Easement"), said 1.387 acre tract being situated in the William J. Baker Survey, Abstract No. 65 in Williamson County, Texas, subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas; and being more particularly described by metes and bounds as attached; and

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Easement, rights and privileges herein granted shall be perpetual, provided however, that said Easement, rights, and privileges shall cease and revert to Grantor in the event the right of ingress and egress is abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The Easement, rights, and privileges granted herein are not exclusive, and Grantor may convey other easements or conflicting

rights within the area covered by this grant, without the consent of Grantee. Grantor, however, shall take reasonable safeguards to protect the integrity of Grantee's rights of ingress and egress.

The Easement may be used in common by Grantor, its guests, agents, servants, employees, invitees, successors, and assigns.

Grantor further grants to Grantee:

- (a) the right of ingress to and egress contemplated herein shall be by means of a 50 foot wide paved roadway;
- (b) the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress and egress across the easement;
- (c) the right of grading for, construction, maintaining and using said access easement and related facilities on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress;
- (d) Grantor or its assigns shall be responsible for maintaining said easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement, without the express written consent of Grantor;
- (b) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

TO HAVE AND TO HOLD the rights and interest described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interest unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

Dated this the 23rd day of June, 2009.

WILLIAMSON COUNTY PARK FOUNDATION, INC.
a Texas non-profit corporation

By: _____
Charles Crossfield, President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____
day of _____, 2009, by Charles Crossfield, President of
WILLIAMSON COUNTY PARK FOUNDATION, INC., a Texas non-profit
corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF WILLIAMSON

JUNE 23, 2009

1.387 ACRES

These notes describe that certain tract of land situated in the **WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65**, located in Williamson County, Texas; subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 23, 2009, subject tract being more fully described as follows:

COMMENCING at found $\frac{1}{2}$ " iron rod in the North right-of-way of FM 397 for the Southwest corner of a called "1.135 Acres" as surveyed by this firm on April 28, 2004, same being the Southwest corner of a called "5.610 Acre" Public Access, Utility and Drainage Easement dated May 13, 2008 as recorded in Document No. 2008037043 OPRWC; **THENCE North 17°27'22" West**, for a distance of **657.70 feet** to a found $\frac{1}{2}$ " iron rod for the lower Northwest corner of said "5.610 Acres" same being the Northwest corner of said "1.135 Acres" for the Southwest corner of subject and **POINT OF BEGINNING**;

THENCE North 17°27'22" West, for a distance of **25.10 feet** to a set $\frac{1}{2}$ " iron rod (capped) for the lower Northwest corner of subject; from which for reference a set $\frac{1}{2}$ " iron rod (capped) for the Northwest corner of a "5.146 Acres" as surveyed on this date, bears South 72°42'57" West, 339.24 feet;

THENCE North 72°42'57" East, for a distance of **448.73 feet** to a set $\frac{1}{2}$ " iron rod (capped) for an interior corner of subject;

THENCE North 17°33'59" West, for a distance of **1178.25 feet** to a set $\frac{1}{2}$ " iron rod (capped) in the South line of a called "Taylor Rodeo Association 26.133 Acre" tract surveyed by this firm on 2-19-2004, for the upper Northwest corner of subject; from which for reference a found $\frac{1}{2}$ " iron rod for an exterior corner of said "26.133 Acres" bears South 70°43'30" West, 518.17 feet;

THENCE North 70°43'30" East, with the common line of said "26.133 Acres" and subject for a distance of **40.84 feet** to a found $\frac{1}{2}$ " iron rod (capped) for the Northeast corner of subject; same being the upper Northwest corner of the above mentioned "5.610 Acres"; from which for reference a found $\frac{1}{2}$ " iron rod (capped) in the West line of a called "74.863 Acres" as conveyed in a deed from Roy Schroeder, et ux to Williamson County Park Foundation Inc, dated 5-25-2001 as recorded in Document No. 2001039326 Williamson County Deed Records (WCDR) for the Southeast corner of said "26.133 Acres" bears North 70°43'30" East, 91.69 feet;

THENCE South 17°33'59" East, with the common line of the above mentioned "5.610 Acres" and subject for a distance of **1204.77 feet** to a found $\frac{1}{2}$ " iron rod (capped) for the an interior corner said "5.610 Acres" same being the Southeast corner of subject;

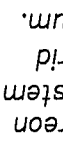
THENCE South 72°42'57" West, continuing with the common line of said "5.610 Acres" and subject for a distance of **489.60 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of **1.387 Acres**.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, visible utilities, encroachments and roadways. Bearings and Coordinates shown hereon based on Texas State Plane Coordinate System Central Zone NAD 83/93 Adjustment (Grid Values); Elevations based on NGVD88 datum.

Bruce Lane Bryan Registered Professional Land Surveyor No. 4249

re-
stem
pl-
wr.

re-
stem
pl-
wr.



Special Use Permit - Taylor
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Regular Agenda Items

Information
Agenda Item

Discuss and take appropriate action on City of Taylor Zoning Change Application for a Special Use Permit to allow Communications tower height on Taylor Annex to be extended by 10 feet.

Background

Currently we have a 15-foot-tower (pole) on the roof of the Taylor Annex which holds a radio that communicates back to Georgetown (Rabbit Hill tower) which ties the County Offices in Taylor into the County data network. Trees have begun to encroach on the line-of-sight between that pair of radios which necessitates putting a taller tower on that roof. The taller tower will be a non-penetrating roof mounted tower on the general roof level and will stand 29 feet tall, for a total height from the ground -- including the building height -- of 55 feet. Taylor's zoning ordinance requires a special use permit if the total height exceeds 45 feet (the current height of our our radio. We have already received a temporary permit for 120 days to allow us to move forward with replacing the radios since one of the radios was damaged in the recent storms. The application being considered is for the permanent permit.

No additional funds are being requested. The permit fee is \$125 which will come from the ITS "Miscellaneous" line item.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Permit](#)

Form Routing/Status

Form Started By: Jay Schade
Started On: 06/24/2009 03:36 PM
Final Approval Date: 06/25/2009

**CITY OF TAYLOR
ZONING CHANGE APPLICATION**

ZC-

Type of Request:☐ Re-Zoning☒ Specific Use Permit☐ R-PD☐ C-PD**Applicant Information:**Name: Jay SchadeAddress: 301 SE Inner Loop Suite 105, Georgetown TX 78626Day Time Phone: 512 943 1460Fax Number: 512 943 1488Email: jj.schade@wilco.org☐ Owner☒ Owner's Representative☐ Tenant☐ Prospective Buyer

Signature: _____

Property Owner InformationName: Dan A. Gattis on behalf of Williamson CountyCorporation/Partnership/etc Name: Williamson CountyAddress: 710 Main St Suite 101, Georgetown TX 78626Phone #: 512 943 1550Fax #: 512 943 1662Email: County.judge@wilco.org

Signature _____

Property Owners Certification

Before me, the undersigned authority, on this day personally appeared _____
(Owner or agent name) known to me to be the person whose name is subscribed to the above and foregoing
instrument, and acknowledged to me that he or she executed the same for the purposes and consideration
expressed and in the capacity herein stated.

Given under my hand and seal of office on this _____ day of _____ 20__

Notary Public in and for the State of Texas.
My Commission expires: _____

Seal

Zoning Change InformationLocation or address: 412 Vance StThe property ☒ is ☐ is not platted Acres: _____Legal description: Block 20 Lot 6-10 Acres .769

CITY OF TAYLOR ZONING CHANGE APPLICATION

ZC- _____ **-** _____

Zoning District	Existing Zoning	Requested Zoning
Rural/Agriculture (RA)		
Single Family (R1)		
Single Family (R2)		
Single Family (R3)		
Manufactured Homes (M-H)		
Manufactured Home Overlay (Special use Permit)		
Multi Family (MF-1)		
Duplex (D)		
Local Business (B1)		
General Business (B2)		
Central Business (B3)		
Light Industrial (M1)		
Light Industrial (M2)		
Residential PD (R-PD)		
Commercial PD (C-PD)		

Indicate proposed use(s) _____

Other information

Requires an amendment to the future land use plan Yes ☐ No ☐
 Requires an amendment to the thoroughfare plan Yes ☐ No ☐

Submittal Requirements:

1. Straight Zoning Change/SUP:
 - a) Completed application
 - b) Map of subject property with legal description (8.5" X 11")
 - c) Traffic impact analysis (or waiver request letter)
 - d) A site plan
2. Residential or Commercial Planned Development:
 - a) Completed application
 - b) 10 copies of the site plan (for initial staff review)
 - c) Traffic Impact analysis (or waiver request letter)

Applicant Acknowledgement:

I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, I have been authorized to represent the owner, organization, or business in this application. I certify the preceding information is complete and accurate. I also understand the fee for processing this request is dependent on the type of request as listed below.

	1-10 Notices	11-20 Notices	21+ Notices
Specific Use Permit	\$250.00	\$250.00	\$250.00
Zoning Change	\$150.00	\$200.00	\$250.00
Planned Developments	\$500.00	\$500.00	\$500.00

I also understand that the fee is non-refundable. My signature indicates my awareness of the fee.

Additionally, my signature below authorizes the City staff to proceed with the request.

Printed Name: _____ Signature: _____

Date: _____

For Office Use:

Zoning Case Number: _____

Fee: _____ Receipt Number: _____ Date: _____

Accepted by: _____ Date: _____

*1/2 Price -
w/ Neighborhood
Empowerment
Zone #2
per John Elsdon*

**Description of Non-Penetrating Roof Mounted Tower
On Williamson County's Taylor Annex
412 Vance St, Taylor TX**

Currently:

- 15' pole at west end of roof
- Sits on non-penetrating roof sled on a 4' ledge
- Total height from ground to top of tower: 45'
- 2-foot dish

New Tower:

- 29' tower (16" triangular base) more centrally located on roof
- Sits on non-penetrating roof sled
- Total height from ground to top of tower: 55'
- 2-foot dish

Background:

Williamson County has a wide area data network utilizing wireless radios between County facilities in Taylor, Hutto, Granger, Round Rock, Cedar Park and Georgetown. During a severe storm in early- to mid-June, the radio on the County's communication tower in Georgetown was damaged and can no longer communicate with the paired radio which sits atop the County Annex at 412 Vance St in Taylor.

That pair of radios was already slated to be upgraded in the new fiscal year. Instead of incurring significant installation charges twice (once if we go ahead and replace the broken radio now and again when we upgrade the radio in October) it makes sense to incur those charges only once by moving the upgrade ahead. Also, by doing this twice we would have the additional cost of the radio itself which would be replaced once now, then again when it is upgraded.

When assessing our needs, it was determined that tree growth is encroaching on the line-of-sight between the Taylor radio and its paired radio in Georgetown, thus requiring additional height on the Taylor radio to transmit over the trees.

The roof of the Taylor Annex is 26' above the ground. With a new 29' tower, the total height of the tower would be 55' above the ground. This is 10' taller than the existing tower.

By placing the tower more toward the interior of the roof and away from the sides, the tower should be no more visible than the existing tower which is at the west edge of the building.

Web Mapping Application

Help

Print Find County Owned Buildings Enter RCODE Enter FSA Number

Results

Map Contents

- ☒ county_owns
 - ☒ Count
 - ☐ Williar
 - ☐ Williar
 - ☐ Struct
 - ☒ Trail
 - ☐ Major I
 - ☒ Street
 - ☐ Count
 - ☒ River
 - ☐ Water
 - ☐ Park ar
 - ☐ Incorp
 - ☐ Incorp
 - ☒ Count
 - ☐ Hillsha
- ☒ Aerial

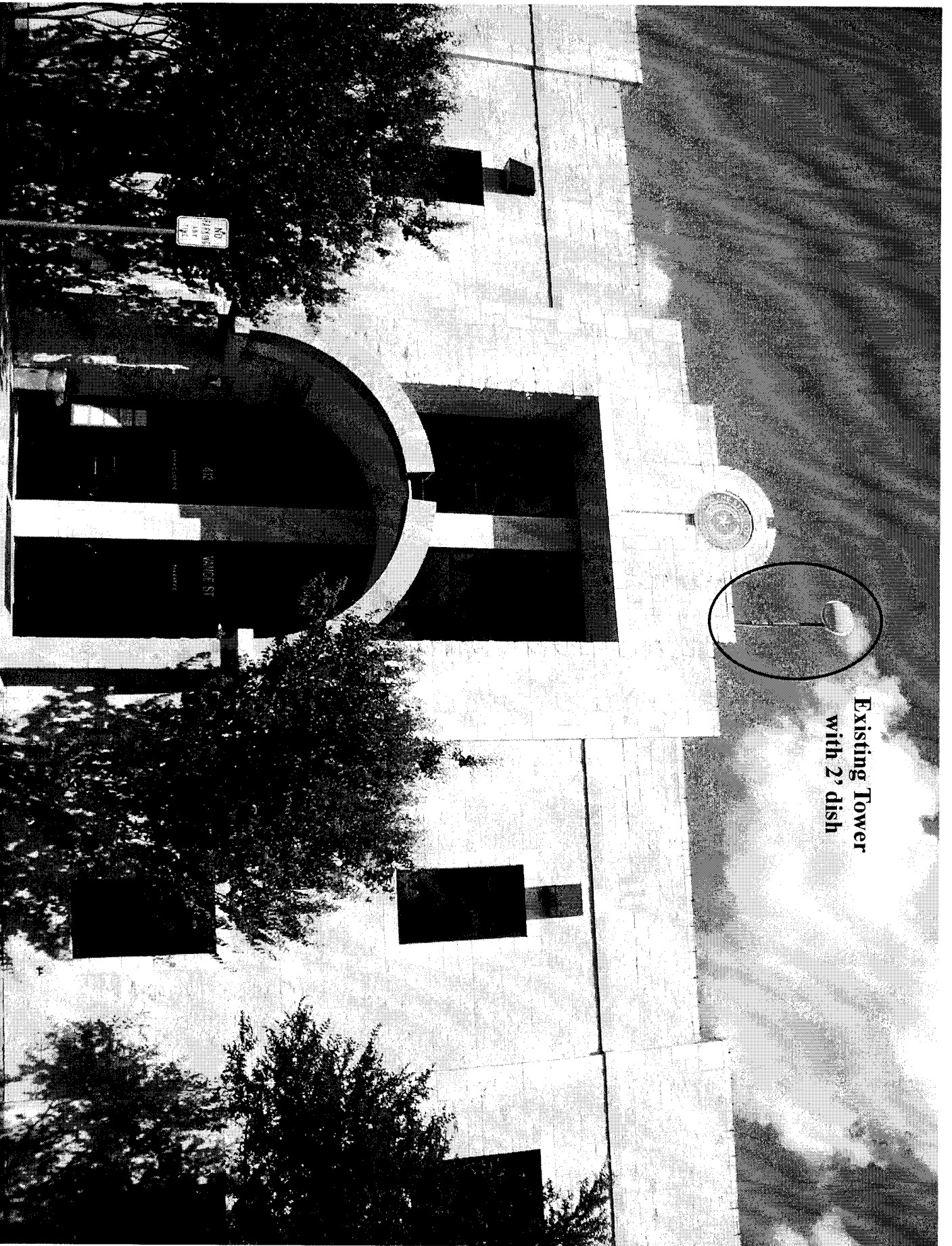
county.GIS.or

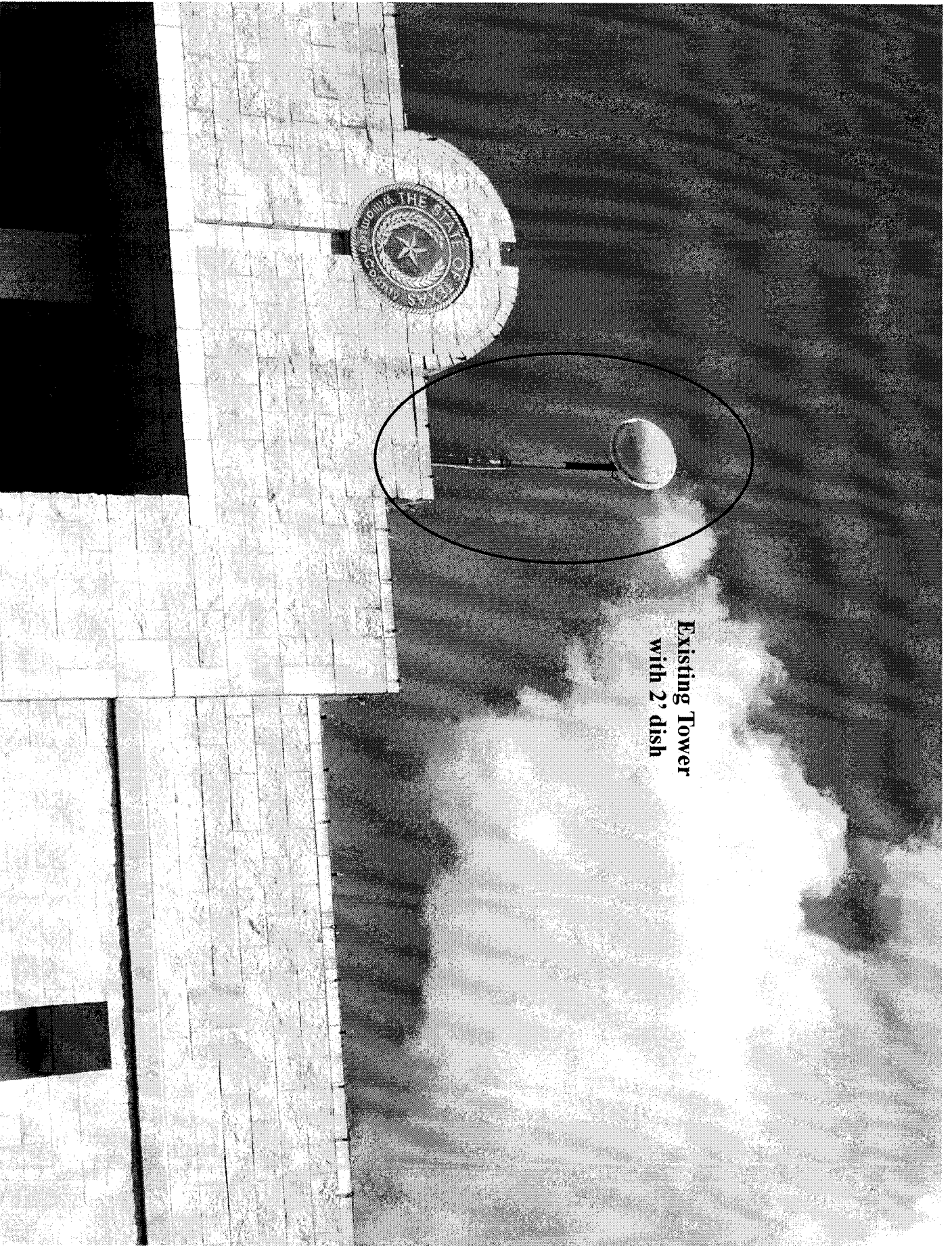


197 256 Feet

Disclaimer

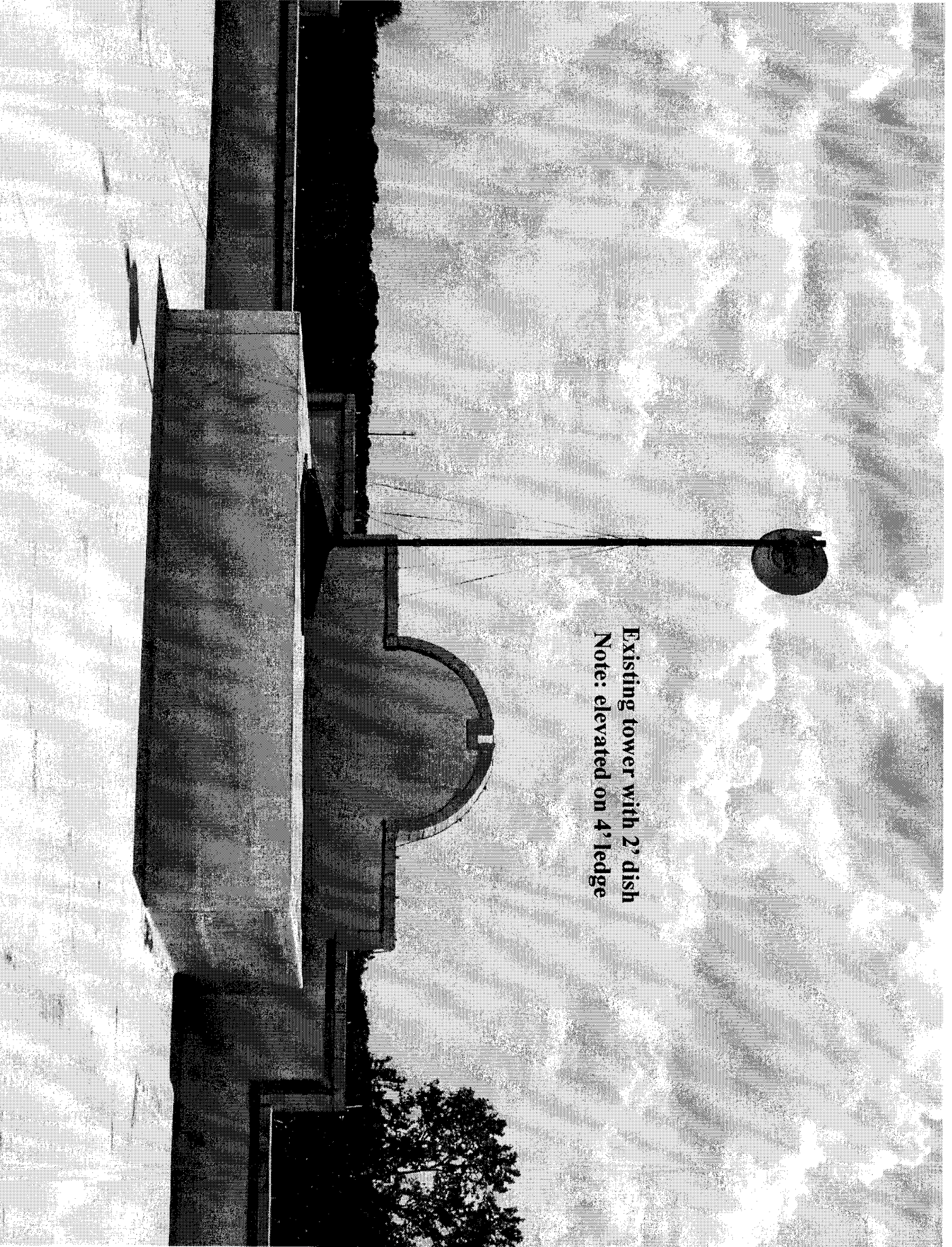
**Existing Tower
with 2' dish**





**Existing Tower
with 2' dish**

Existing tower with 2' dish
Note: elevated on 4' ledge





Approx location of
new tower.
Dimensions:
16"x16"x16"
29' tall
2' dish



Depository Contract Extension
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving the extension of the bank depository contract.

Background

Fiscal Impact

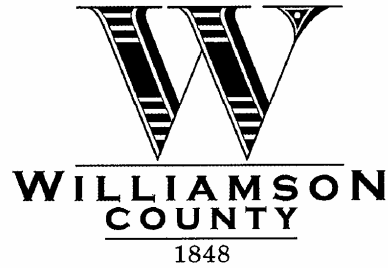
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Depository Contract Extension](#)

Form Routing/Status

Form Started By: Celia Villarreal
Started On: 06/24/2009 01:32 PM
Final Approval Date: 06/25/2009




June 24, 2009

MEMORANDUM

Vivian L. Wood, C.C.T., C.I.O.
County Treasurer

To: Dan A. Gattis, County Judge
Lisa Birkman, Commissioner, Pct 1
Cynthia Long, Commissioner, Pct 2
Valerie Covey, Commissioner, Pct 3
Ron Morrison, Commissioner, Pct 4

From: Vivian L. Wood, Treasurer 

Re: Extension of Bank Depository Contract

In 2007 the Texas Legislature amended the Texas Local Government Code Chapter 116, Depositories for County Public Funds, Subchapter B. Establishment of Depository and Subdepository Contracts, 116.021, sections (b) and (c) to allow a county to extend a two or four year bank depository contract. I requested that Hal Hawes, Assistant County Attorney, review the amendment to ensure that we can extend the current contract. Mr. Hawes conferred with Dale Rye, Assistant County Attorney, and they both agreed with intent of the amendment.

Our present contract with Union State Bank provides services to the County without fees when we keep at least \$3,000,000.00 in non-interest bearing accounts (that amount is covered with restricted registry and trust accounts), they meet our requirement of at least 110% of collateral to cover all County funds, and they assign bank personnel to insure that all County banking requirements are met on a daily basis.

I am requesting that the County extend our depository contract with Union State Bank and that the Court authorize Judge Gattis to sign a contract extension once it has been approved by the County Attorney's office and the Union State Bank Board of Directors. I have discussed the contract extension with David Flores, County Auditor, and Deborah Hunt, County Tax Assessor/Collector. They agree with my request for the extension.

WILLIAMSON COUNTY

Phone 512.943.1540 Fax 512.943.1590
710 Main Street, Suite 105
Georgetown, Texas 78626

LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY WILLIAMS TRACT PARK

Commissioners Court - Regular Session

Date: 06/30/2009
 Submitted By: Patrick Strittmatter, Purchasing
 Submitted For: Gary Boyd
 Department: Purchasing
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding contract to BWM Group, LP, for LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY WILLIAMS TRACT PARK, RFQ# 09WCRFQ904. The not-to-exceed cost for this project is \$65,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Williams Tract Contract](#)

Link: [Vendor Evaluations](#)

Link: [BWM Williams Tract RFQ](#)

Link: [Recommendation Letter](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/23/2009 11:37 AM

Final Approval Date: 06/23/2009

PROFESSIONAL SERVICES AGREEMENT

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EXHIBIT IV	<i>Production Schedule</i>
EXHIBIT V	<i>Procedures for Termination or Suspension</i>
EXHIBIT VI	<i>Equal Opportunity in Employment</i>
EXHIBIT VII	<i>Insurance Requirements</i>
APPENDIX A	<i>Scope of Services</i>

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This 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 *BWM Group, LP, a Texas limited Partnership (the "Landscape Architect")*.

WHEREAS, *County* proposes to design and construct the *William's Tract 1,000 Acre Park (the "Project")* within Williamson County, Texas;

WHEREAS, *County* desires to obtain professional services for the *Project*;

WHEREAS, *Landscape Architect* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the design and implementation of the trail.

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

Section I
Employment of the Landscape Architect

County agrees to employ *Landscape Architect* and *Landscape Architect* agrees to perform professional Landscape Architectural 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.

Section II
Basic Services of the Landscape Architect

- A. In consideration of the compensation herein provided, *Landscape Architect* shall perform professional Landscape Architectural services for the *Project*, which are acceptable to the *County Judge*, based on standard Landscape Architectural practices and the scope of work described in the Work Authorizations to this Agreement. *Landscape Architect* shall also serve as *County's* professional Landscape Architect in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Landscape Architect's* services.
- B. *Landscape Architect* shall not commence work until *Landscape Architect* 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 **Landscape Architect** 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 **Landscape Architect**, however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Landscape Architect**.
- D. **Landscape Architect** 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. As part of the Scope of Services, **Landscape Architect** shall submit its Work Products to **County** for review at intervals as deemed necessary by Landscape Architect.
 3. The detailed Scope of Services for each phase of the **Project** shall be set forth and fully described in each Work Authorization issued as a part of this Agreement, and same shall be expressly incorporated and made a part hereof.

Section III Fee schedule and Right to Audit

- A. For and in consideration of the performance by **Landscape Architect** of the work described in the Scope of Services as defined in the Work Authorizations, **County** shall pay and **Landscape Architect** shall receive the fee set forth in the Work Authorizations. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Landscape Architect** on a monthly basis and shall be considered past due if not paid within thirty (30) calendar days of the receipt of invoice by **County**.
- B. For the performance of services not specifically described in the Scope of Services **Landscape Architect** 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 **Landscape Architect's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Landscape Architect**.
- C. **County** believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. **Landscape 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.
- D. **Landscape Architect** 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. *Landscape Architect* 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 *Landscape Architect*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Landscape Architect* agrees that *County* shall have access during normal working hours to all necessary *Landscape Architect* 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 *Landscape Architect* reasonable advance notice of intended audits.

Section IV Period of Service

- A. *Landscape Architect* 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 any extensions of time, unless terminated earlier as provided for herein. *Landscape Architect* shall complete all design work as described in the Scope of Services as set forth in Exhibit IV from receipt by *Landscape Architect* of *County's* written Work Authorization and in accordance with the production timeline approved by *County*.
- C. Neither *Landscape Architect* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Landscape Architect's* or *County's* reasonable control. Upon the discovery of such an event, *Landscape Architect* 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 thirty (30) days of receipt by *Landscape Architect* of written Notice of Reinstatement from *County*. *Landscape Architect*, 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 *Landscape Architect's* services hereunder extends for a period of ninety (31) days or more, consecutive or in the aggregate, *Landscape*

Architect 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 Landscape Architectural practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may terminate this Agreement for convenience (reasons other than substantial failure by **Landscape Architect** to perform) by delivering a written Notice of Termination which shall take effect on the tenth (10th) day following the date of such notice. **Landscape Architect** 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 **Landscape Architect** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Landscape Architect** shall be liable for any additional costs incurred by **County**. In the event of **County's** termination for convenience, it is understood and agreed that only the amounts due to **Landscape Architect** for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for **County's** termination of this Agreement for convenience.
- F. **INTENTIONALLY OMITTED**
- G. **INTENTIONALLY OMITTED**
- 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 **Landscape Architect's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Landscape Architect** 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. **Landscape Architect** 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 **Landscape Architect** 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. ***Landscape Architect*** shall have the responsibility at all times under the terms of this Agreement to advise ***County*** whether in ***Landscape Architect's*** judgment it is feasible to proceed with the recommendations given any constraints affecting the ***Project***.
- E. ***Landscape Architect*** shall cooperate and coordinate with ***County's*** staff, and other Landscape Architects and contractors as reasonable and necessary and as required by the ***County Judge***.

Section VI Review of Work Product

- A. ***Landscape Architect's*** Landscape Architectural work product will be reviewed by ***County*** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "Work Products"), shall be submitted by ***Landscape Architect*** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the 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 Work Products in compliance with the requirements of this Agreement. The completeness of any Landscape Architectural work product submitted to ***County*** shall be determined by ***County*** within ten (10) calendar days of such submittal and ***County*** shall notify ***Landscape Architect*** in writing if such work product has been found to be incomplete
- C. If the submission is complete, ***County*** shall notify ***Landscape Architect*** and ***County's*** technical review process will begin. ***County*** shall have thirty (30) calendar days in which to complete technical review and completion review form provided by ***Landscape Architect***, and return to ***Landscape Architect*** for consideration, acceptance and/or incorporation into the Work Products.
- D. If the submission is incomplete, ***County*** shall notify ***Landscape Architect***, 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 ***Landscape Architect***, 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, ***Landscape Architect*** 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 Work Products, ***Landscape Architect*** shall, without additional compensation, perform any work required as a result of ***Landscape Architect's***

development of the products which is found to be in error or omission due to *Landscape Architect'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 *Landscape Architect's* Work Products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Landscape Architect*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Landscape Architect 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 *Landscape Architect* shall entitle *Landscape Architect* to additional compensation for such extra services and expenses, provided however, that *Landscape Architect* 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 *Landscape Architect's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Landscape Architect* to revise the plans in order to make the *Project* constructable, *Landscape Architect* shall do so without additional compensation. In the event of any dispute over the classification of *Landscape Architect's* services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on *Landscape Architect*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Landscape Architect's Responsibility and Liability

- A. *Landscape Architect* 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, *Landscape Architect* shall inform *County* of such event within five working days.
- B. *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect*.

- D. **LANDSCAPE ARCHITECT** 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, 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 **LANDSCAPE ARCHITECT** OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, **LANDSCAPE ARCHITECT** SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.
- E. **Landscape Architect's** opinions of probable **Project** cost or construction cost represent **Landscape Architect's** professional judgment as a design professional familiar with the construction industry, but **Landscape Architect** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Landscape Architect's** opinions of probable cost.
- F. **Landscape Architect** shall perform all services and responsibilities required of **Landscape Architect** under this Agreement using at least that standard of care which a reasonably prudent Landscape Architect in Texas, who is licensed by the Texas Board of Architectural Examiners as applicable, would use in similar circumstances.
- G. **Landscape Architect** 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 **Landscape Architect** 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 **Landscape Architect** and professional personnel.
- H. All employees of **Landscape Architect** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Landscape Architect**, 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. **Landscape Architect** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **Landscape Architect** shall place his Texas Professional Landscape Architect's seal of endorsement on all documents and Landscape Architectural data furnished to **County**, as required by law.
- K. **Landscape Architect** is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of **Landscape Architect** shall be classified as an employee of the **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 *Landscape Architect* are the property of both the *Landscape Architect* and the *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall deliver a copy to the *County*.
- B. Any reuse by *County* of any such documents described in subsection A above, shall be at the *County's* sole risk and without liability or legal exposure to the *Landscape Architect*. Should *Landscape Architect* be terminated, *Landscape Architect* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Landscape Architect*, or Civil Engineer, or Surveyor, as applicable, as specified by professional standards. The *Landscape Architect* shall not be liable for *County's* use of any documents described in Section A above, on any other project.
- C. *Landscape Architect* 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 Landscape Architects and contractors, without the specific written consent of *Landscape Architect*.

Section X 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.** *Landscape Architect* 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 Landscape Architect.** *Landscape Architect* certifies that neither *Landscape Architect* nor any members of *Landscape Architect's* firm has:

- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Landscape Architect*) 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 bonafide employees working solely for *Landscape Architect*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Landscape Architect 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:

ARCHITECT: BWM Group
102 East Main St., Ste. 200
Round Rock, Texas 78664

COUNTY: Williamson County Judge
Dan Gattis(or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

F. **Insurance Requirements.** *Landscape Architect* 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 *Landscape Architect* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Landscape Architect* may assign, sublet, or transfer its 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.** *Landscape Architect* shall provide to *County Judge* upon submittal of *Landscape Architect'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.** *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect*), whether or not it results from or involves any action or failure to act by the *Landscape Architect* or any employee or agent of the *Landscape Architect* and which arises in any manner from the performance of this Agreement, the *Landscape Architect* 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 *Landscape Architect* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Landscape Architect*, 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 *Landscape Architect's* performance of work under this Agreement.

- M. **Definition of Landscape Architect.** The term "Landscape Architect" as used herein is defined as including Registered Professional Landscape Architects, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Landscape Architect shall relate to those standards promulgated by the Texas Board of Architectural Examiners.
- 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 **Landscape Architect** is a Texas limited partnership acting by and through its general partner, BWM Group Management, LLC, a Texas limited liability company, 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 **Landscape Architect**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Landscape Architect** 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 **Landscape Architect** 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 **Landscape Architect**. 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.

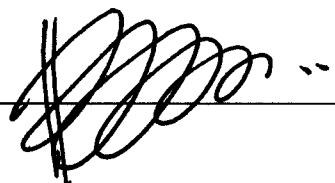
EXECUTED this 5th day of June, 2009.

THE LANDSCAPE ARCHITECT:

WILLIAMSON COUNTY:

BWM GROUP, LP
By its general partner,
BWM GROUP MANAGEMENT, LLC

BY: _____



Printed Name: Tim Bargainer

Title: President

Date: June 5, 2009

BY: _____

Dan A. Gattis,
Williamson County Judge

Date: _____

Reviewed as to Form By: _____

County Attorney

County Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The lump sum fee for the performance of the Scope of Services described in the Agreement shall be outlined in **Work Authorizations**.
- 1.2 The basis of compensation for additional 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 *Landscape Architect* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - LUMP SUM FEE

- 2.1 *Landscape Architect* and *County* acknowledge the fact that the lump sum fee is the total estimated costs of services to be rendered under this Agreement. This lump sum fee is the agreed upon fee for the performance of the various phases of work provided for under this Agreement.

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 *Landscape Architect* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks, generally address development and compliance with a schedule, and a fee amount agreed upon by the *County* and *Landscape Architect*. The amount payable for a Work Authorization shall be described in the Work Authorization. The Work Authorization will not waive the *Landscape Architect'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 *Landscape Architect* have signed the Work Authorization. All work should be completed on or before the completion date if specified in the Work Authorization. The *Landscape Architect* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* shall be compensated for extra services not included in the Scope of Services described in the Agreement developed on the basis specified in Exhibit III; however, *Landscape Architect* shall not be compensated for work made necessary by *Landscape Architect's* negligent errors or omissions.
- 4.3 Any amounts paid or payable under this Agreement shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Landscape Architect* 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 contain the Consultants representation of the percentage of completion relative worked executed towards the completion 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 *Landscape Architect*.

ATTACHMENT A

WORK AUTHORIZATION NO. WA1

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 BWM Group, LP (*the "Landscape Architect"*).

Part 1. The *Landscape Architect* will provide the following services described in the attached Exhibit A – Services to be Provided by *Landscape Architect*.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$65,000.

Part 3. Payment to the *Landscape Architect* 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 June 4, 2010, unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this 5th day of June, 2009.

BWM GROUP, LP

WILLIAMSON COUNTY

By its general partner,
BWM GROUP MANAGEMENT, LLC

BY:  _____

BY: _____

Dan A. Gattis,
Williamson County Judge

Printed Name: Tim Bargainer

Date: _____

Title: President

Date: June 5, 2009

LIST OF EXHIBITS TO BE ATTACHED

Exhibit A - Services to be Provided by *County*

Exhibit B - Services to be Provided by *Landscape Architect*

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT A

Services to be Provided by County

The County shall attempt to provide full information regarding requirements for the project including:

A. Assistance

1. Knowledge of, and copy(s) of other consultant work adjacent to or affecting any areas of work included in this contract, in AutoCad format, if at all possible. For example road, utility, land acquisition, or potential development projects.
2. Assist the Consultant by placing at its disposal all available reports, plans, specifications, and other data relative to this project.
3. Examination of all studies, reports, sketches, estimates, specifications, drawings and other documents presented by the Consultant and shall render in writing responses pertaining to a reasonable amount of time so as not to delay the work of the Consultant.
4. Payment of all Permitting/Review Fees necessary for the successful completion of this Agreement. Permit Fees may include but not be limited to the Texas Department of Licensing and Regulation (TDLR), Texas Commission on Environmental Quality (TCEQ), United States Army Corp of Engineers (USACE), Williamson County & Cities Health District, City of Austin (COA), and City of Cedar Park (COCF).

B. Responsibilities

1. It is the Responsibility of the County to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional services described in this document. Certain unusual or unforeseeable subsurface conditions not identifiable by surface topographic survey including, but not limited to, illegally dumped toxic or hazardous materials, abandoned building foundations or utility lines, excessive groundwater due to springs or other such features, or artifacts of archaeological or paleontological significance may materially alter the scope of the project in a manner not provided for in this contract.
2. Likewise, active or pending legal disputes involving property Ownership, rights-of-way, environmental status, easement rights, governmental or departmental jurisdiction or similar matters may complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

3. Environmental and Cultural Resources Surveys.
4. Geotechnical Investigation(s) including field work, borings and report document(s).
5. Compaction Control and Testing during construction.
6. Utility Connection and Inspection Fees.
7. Water and Wastewater Impact Fees.
8. Any other items required and not included in the Basic Services to be provided by the Landscape Architect.
9. Clearing of Land necessary to facilitate design surveying and staking services.
10. Waters of the U.S. determination necessary for US Army Corp of Engineer issues.

EXHIBIT B

Services Provided by *Consultant*

Basic Services

Given the above-stated scope of work, we will provide the following basic services:

A. Data Collection/Inventory/Analysis

1. Conduct a project initiation meeting with the Client's Team and obtain existing information and base data and establish project goals and objectives.
2. Conduct a team site investigation trip in & around project area to determine surrounding influences and establish on site conditions critical to the projects development.
3. Research, collect, and assess all city, county and surrounding communities' applicable documents, as well as any applicable regulatory requirements, and development standards.
4. Research and assess surrounding land use trends, recreational trends (current & future) and demographic growth trends.
5. Initiate site investigations so as to assess limited environmental, geological, cultural, and habitat resources.
6. Initiate and assess current floodplain and wetlands.

B. Site Analysis Process

1. Compile existing site data into a composite overlay of all site related data.
2. Develop a framework plan of on/off site opportunities and constraints.
3. Prepare report of preliminary findings and present to city staff to determine direction and establish governing objectives based on the findings.

C. Program Development Process

1. Prepare for and facilitate a day long input gathering event to include:
 - a. Kick off meeting.
 - b. Regional parks director's input.
 - c. Commissioner Court representatives input.
 - d. Two specific focus groups input.
 - e. Half (½) day public input forum.
2. Summarize findings and develop opportunities and constraints assessment.

3. Prepare report of preliminary findings, establish "Community Vision" Statement and present to city staff.

D. Park Master Planning Process

1. Develop three alternative concept plans delineating overall character and image of the park based on the "Community Vision" and goals and a preliminary draft report of the master plan (50%).
2. Meet with Staff to review and refine documents.
3. Refine and prepare preliminary master plan and 75% draft report, including opinion of probable construction costs, phases, and funding strategies within the report.
4. Present preliminary master plan and 75% draft report to parks director.
5. Develop final illustrative master plan and supporting graphics, final master plan report document, and completion of a digital project presentation.
6. Deliver all final products to the Director of Parks and Recreation.
7. Presentation of master plan to commissioner's court for adoption.
8. Deliver 10 copies to Director of Parks and Recreation

Additional Services

Services requested by the County that are not included in Basic Services are considered Additional Services and shall be paid for by the County. Additional Services shall only be provided if previously authorized by the County. Additional Services may include, but not limited to, the following:

- A. Construction Observation meetings not accounted for/indicated in Basic Services.
- B. Traffic impact Analyses.
- C. Bridge Design (other than pre-engineered structures).
- D. Hazardous Site Assessments.
- E. Land Acquisition services.
- F. Easement acquisition or vacation including preparation of easement documents.
- G. Assistance or representation in litigation concerning the property of proposed project.
- H. Services required after final acceptance of construction work.
- I. Bore services.
- J. Geotechnical testing and research.
- K. Environmental study (i.e., Phase 1 Permit).
- L. U.S. Fish and Wildlife Service: (Environmental Assessment Report).
- M. Providing services other than those outlined in Basic Services.
- N. Revisions to drawings previously approved by the County due to changes in: Project scope, budget, schedule, or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.

- O. Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- P. Preparation of as-built drawings.
- Q. Public or other presentations beyond those described in Basic Services.
- R. Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services.
- S. Providing professional services for the field selection of plant materials.
- T. Design of on-site and off-site utility extensions beyond those described in Basic Services.

EXHIBIT C

Work Schedule

- A. We are prepared to commence work immediately upon receipt of a signed Agreement and Notice to Proceed. We will coordinate our work schedule with that of the County and other consultants to assure our timely consultation and effective cooperation. A tentative schedule will be provided within ten working days of receipt of the Notice to Proceed.

EXHIBIT D

Fee Schedule

A. Compensation

The *County* agrees to pay the *Consultant* the following lump sum fee for the Project described under Basic Services section. Fees for Basic Services will be billed monthly based on *Consultant's* representation of the percent of total work complete of the *Project*.

Data Collection/Inventory/Analysis	\$17,550.00
Site Analysis Process	\$11,700.00
Program Development Process	\$13,000.00
<u>Park Master Planning Process</u>	<u>\$22,750.00</u>
Total Fee for Basic Services	\$65,000.00

B. Reimbursable Expenses

Basic Services - Reimbursable expenses are included in compensation for basic services.

Approved Additional Services - Reimbursable expenses are in addition to compensation for additional services and include expenses by the Consultant in the interest of the *Project*. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-town—travel; accessibility consultant (required by State Law); cost of map, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client. Reimbursable expenses will be billed at 1.1 times direct cost for additional services.

C. Basis for Compensation

1. The *Consultant's* fee for services is based on the size and scope of the project.

D. Payment

1. *Consultant* will invoice the *County* monthly for Services and reimbursable expenses on a percent complete basis. *County* agrees to promptly pay *Consultant* the full amount of each such invoice. In no event shall *Consultant's* failure to bill monthly constitute default under the terms and conditions of this agreement.
2. Payment is due within 30 calendar days upon receipt by the *County* and payable to "BWM Group" (102 E. Main, Suite 200, Round Rock, Texas 78664). Payments due and unpaid to *Consultant* under this Agreement shall earn interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within sixty (60) days of the date of the invoice.

EXHIBIT II

HOURLY RATES

Principal Landscape Architect	\$165.00 /hr
Senior Project Manager	\$150.00 /hr
Project Manager	\$135.00 /hr
Staff Landscape Architect/Designer	\$115.00 /hr
Production	\$100.00 /hr
Technical Administration	\$90.00 /hr

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. For the performance of work not described in the Basic Scope of Services of the Agreement, **County** shall pay and **Landscape Architect** shall receive, under a negotiated contract modification, compensation based rates set forth in Exhibits I and II to the Agreement.
2. The performance of any additional services must be authorized in writing in advance by the **County Judge**.
3. In the event of any dispute over the classification of **Landscape Architect'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 the *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 any extensions of time, unless terminated earlier as provided for herein. *Landscape Architect* shall complete all work as described in the Scope of Services within a schedule to be coordinated and agreed upon by the *County*.

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 *Landscape Architect* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Landscape Architect* 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, *Landscape Architect* 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 *Landscape Architect* shall submit a statement, defining 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 *Landscape Architect* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Landscape Architect* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Landscape Architect* of any and all rights or claims to collect the fee that *Landscape Architect* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Landscape Architect* 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, *Landscape Architect* 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 *Landscape Architect* unless requested by *County*.
2. During the period of suspension, *Landscape Architect* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

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

1. In the event that *Landscape Architect* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Landscape Architect's* Notice of Termination, *Landscape Architect* 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 *Landscape Architect* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Landscape Architect* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Landscape Architect* of any and all rights or claims to collect the fee that *Landscape Architect* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. ***Landscape Architect*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Landscape Architect*** 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. ***Landscape Architect*** 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. ***Landscape Architect*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Landscape Architect***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. ***Landscape Architect*** 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 ***Landscape Architect's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, *Landscape 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 per occurrence and \$1,000,000 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 \$25,000 per occurrence and \$50,000 in the aggregate. *Landscape 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.
- E. In the event *Landscape Architect* is self-insured in connection with any or all of the above-required insurance policies, *Landscape 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.

Landscape Architect 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*. *Landscape 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 *Landscape Architect* 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. *Landscape Architect* shall furnish *County* with a certification of coverage issued by the insurer. *Landscape 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.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Landscape Architect*, 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

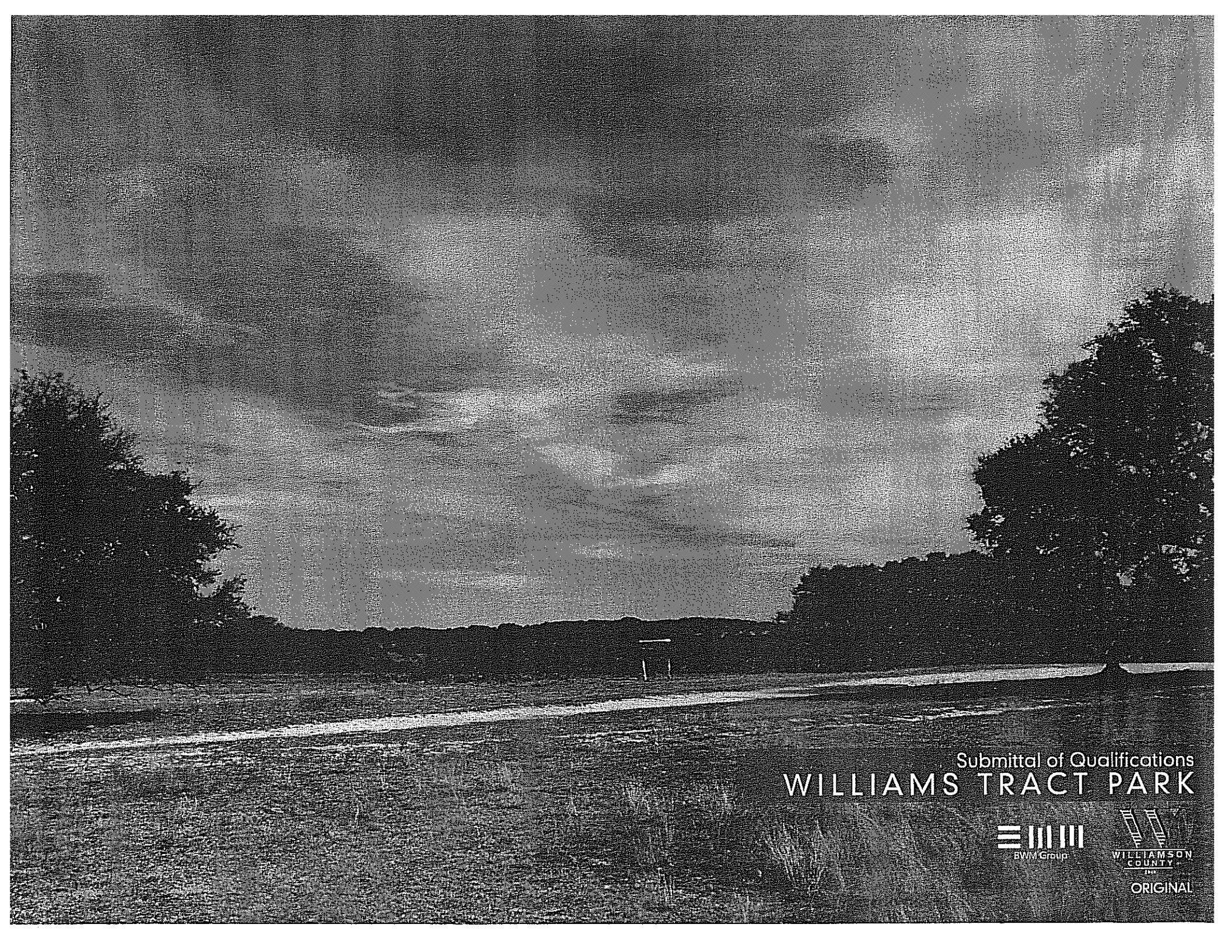
required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

Refer to Exhibit A of each Work Authorization issued as a part of the Agreement.

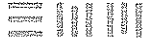
Firm	Letter & Statement check		Basic Quals 5 points	Ability 15 points	Proximity 5 points	Technical 15 points	history ref 25 points	Approach 25 points	Sub Total	Interview 10 points	Total
Bosse & Pharis	✓	✓	5	13	5	13	15	21	72	8	
C F Z Group LLC	✓	✓	5	13	3	10	18	18	67		
Land Strategies, Inc	✓	✓	5	10	5	8	15	18	61		
WRT	✓	✓	5	14	0	14	21	17	71		
DesignWorkshop	✓	✓	5	12	5	13	18	22	75		
Land Design Partners	✓	✓	5	13	5	13	18	22	76		
TBG Partners	✓	✓	5	14	5	13	19	23	79		
Cornerstone design group	✓	✓	5	12	2	13	18	20	70		
BWR	✓	✓	5	13	3	13	19	19	72		
Coleman & Associates	✓	✓	5	14	5	14	20	18	76		
SEC Planning, LLC	✓	✓	5	11	5	13	16	19	69		
RVI	✓	✓	5	14	5	14	23	24	85		93
Garcia Design, iNC	✓	✓	5	10	5	13	18	20	71		
LandWorks studio	✓	✓	5	12	0	13	19	17	66		
Terra Design Group, Inc.	✓	✓	5	13	3	14	22	21	78		
J. Robert Anderson	✓	✓	5	13	5	13	20	22	78		
BWM	✓	✓	5	15	5	14	24	24	87	8	95
Halff	✓	✓	5	13	5	14	23	22	82		



Submittal of Qualifications
WILLIAMS TRACT PARK



Jim Rodgers, Director
 Williamson County Parks & Recreation Department
 350 Discovery Boulevard, Suite 207
 Cedar Park, TX 78613



Dear Mr. Rodgers,

Immediately we started discussing the amazing options that the rolling hill country tract offers Williamson County after we received your e-mail requesting qualifications for the 1,011 acre Williams tract park plan. We have toured the site and studied the aerial imagery evaluating the opportunities and constraints of your goals. We believe that the site with its panoramic vistas and striking vegetation will have a large regional draw as a recreational destination.

BWM Group offers the following benefits to Williamson County:

- **Experience.** Few firms match our demonstrated experience with public park projects of this scale and technical difficulty. We are the only landscape architecture firm with this scale of park experience on Williamson County park projects.
- **Professionalism.** All of the staff at BWM is dedicated to creating great places. We are registered with the State of Texas and licensed to perform landscape architectural and engineering services in the State of Texas. All our landscape architects are currently in good standing with all licensing authorities and are not disbarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.
- **Convenience of location.** Our team's close proximity to the project site enables us to provide Williamson County with a cost effective and responsive team at the drop of a hat.
- **Enthusiasm and respect.** We approach each project with a high level of enthusiasm and respect for its individuality and character. We know how to balance aesthetic features and function to create an exciting and interesting destination for visitors.

We're eager to enhance your reputation as a recreational destination that adds "quality to life" in central Texas. We offer you the project team that conceived both award winning Berry Springs Preserve and Brushy Creek Corridor projects. Please contact me on my cell phone, 632-7808, or via e-mail, tbargainer@bwmgrrp.com, if you have any questions.

Sincerely,

Tim A. Bargainer, ASLA, CLARB
 Principal

P.S. We want to plan another award winning park for you!

"Perhaps the only quality that surpasses their creativity and quality is their commitment and ability to communicate with our stakeholders."

Alan McGraw, Mayor
City of Round Rock
(512) 246-1986

BASIC QUALIFICATIONS

BWM Group, located in historic downtown Round Rock, Texas, is an award winning planning and landscape architecture firm specializing in parks, recreation and open space development.

We are dedicated to creative, functional and successful planning and design that enhances the environment, builds value for projects and is responsive to regional and cultural issues. Since 1998, BWM Group's work has received multiple professional awards. Our team has completed significant projects of varying scope and scale - from gardens, parks, and urban plazas to new community planning. We pride ourselves on being both innovative and responsive to programmatic needs and budgets. We contribute to our clients successes and add to the quality of peoples' lives that our work touches.

BWM is especially proud of three of our Williamson County award winning projects:

Berry Springs Park & Preserve
Brushy Creek Regional Trail
Garey Park Master Plan

AWARD
WINNING

BWM group is committed to excellence in planning and design. BWM group's strength is its creative people-centric and responsive attitude. We are talented designers recognized for creating unique solutions for the most challenging of projects. BWM group believes collaboration is the backbone for developing unique solutions that respond to all affected groups.

We create great places.



ABILITY TO PERFORM

We understand that the Williams tract is extraordinarily significant to the County. Our most valuable qualification for a dynamic Williams tract park master plan is our acute awareness of this fact. Williamson County has doubled in population in the last 20 years and it continues to prosper at a phenomenal pace. The County's decision to preserve over 1,000 acres as parkland in one of the most rapidly developing areas will benefit future generations. Representative Carter said it best at the regional trail ribbon cutting, Williamson County has to save a place for children to throw rocks in the water.

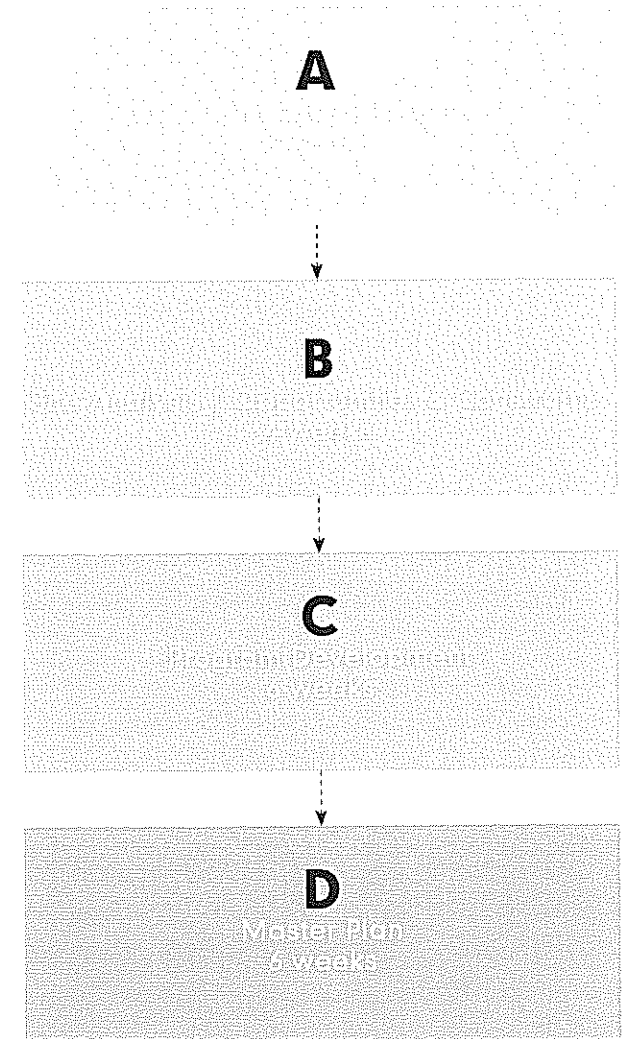
We understand that the County intends to preserve open space for habitat. The Williams tract is currently home to an endangered species, the golden checked warbler. With attention to detail, the park will provide areas with low scrubby vegetation to attract a second endangered species, the black capped vireo, that can also call the Williams tract home.

We understand the planning process must be inclusive of all the stakeholders. A transparent and all-encompassing process will produce a park master plan that meets the needs of and satisfies the diverse community. We believe this is one of our greatest responsibilities. By gathering the physical, environmental, cultural and all other data about the site, reviewing growth trends, as well as trends in park and open space development, and successfully communicating this information to the stakeholders during the public participation process, we will better facilitate the community's input. Subsequently, by gaining a better response and input, we are more

able meet the wants and needs of Williamson County residents today and in the future.

We understand existing jurisdictional relationships will expedite the project. BWM expertise earned through our extensive work on parks and trails in Williamson County lends itself to a successful master plan. We have positive working relationships with all the jurisdictions in the County. We also have a thorough knowledge of the County's park, trail and road projects. We will use this to establish linkages from the Williams Tract to the County's existing system. Through our past projects, we also have gained knowledge and built relationships with various funding agencies, such as Texas Parks and Wildlife Department (TPWD) and the Texas Department of Transportation (TxDOT). We have prepared multiple master plans to accompany successful municipal and county TPWD grant applications, including the first-ever regional project award from TPWD.

We understand that comprehensive regulatory knowledge produces a buildable plan. Our team brings years of experience and vast knowledge of the Texas Architectural Barriers Act, particularly with its application to park and trail projects, regulatory guidelines and permitting through the Texas Commission on Environmental Quality, the Endangered Species Act, requirements of the Texas Historical Commission and floodplain management. The following four steps have proven to be our backbone for winning park plans. A detailed schedule is also provided in the 6th section of the statement of qualifications, approach and scope.



"I liked the tie to history of [Brushy Creek Trail]. Nice integration with natural features too. The local governments in Williamson County, their designers, and contractors should be rightfully proud of their accomplishments."

Joe Gieselman, Executive Director
Travis County Natural Resources
(512) 854-9383

ABILITY TO PERFORM

Berry Springs Park and Preserve

Williamson County Jim Rodgers, Parks Director (512) 260-4263 jrodgers@wilco.org

Cost: \$1.7M Completed: 2005 Funding Assistance through Texas Parks and Wildlife

BWM Group assisted the County acquire funding for this 295 acre park and preserve located along Berry Creek north of Georgetown. The first phase, 163 acres includes a multi-faceted trail system, boardwalk, group picnic pavilion, amphitheater, tent camping areas, playscape, xeriscape memorial garden and interpretive areas. The xeriscape memorial garden is dedicated to previous resident Admiral Mamm. This unique passive recreation park preserves the pecan orchard, springs and open space settled by one of the original pioneers of the County.



Brushy Creek Conservation Corridor

Williamson County, Jim Rodgers, Parks Director (512) 260-4263 jrodgers@wilco.org

Cost: \$1.5 M Completed: 2002 Funding Assistance through Texas Parks and Wildlife

BWM Group assisted in applying for and receiving the first grant for regional parks initiative by the Texas Parks and Wildlife Department. BWM provided planning and landscape architecture services for the 8 mile trail preliminary route along Brushy Creek. BWM also created a trail standard and way finding for the entire regional trail concept. BWM Group also provided construction drawings, bidding and construction administration services for the first and last 2.5 mile segments of the corridor plus 2 additional Round Rock sections.

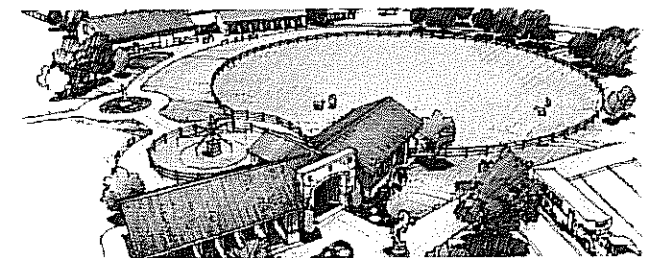


Garey Park Master Plan

City of Georgetown, Kimberly Garrett, Parks & Recreation Director (512) 930-3542 kgarrett@georgetowntx.org

Cost: estimated \$10M Completed: tbd

BWM Group provided a vision plan for the 500 acre Garey Ranch Park to determine the elements and direction for their future design of the park donated by the Garey family. Their additional monetary donation will help with construction costs. This property has features ranging from dramatic hill top views, open meadows and San Gabriel River frontage. The planned amenities include: hike, bike, and horse trails, open pastures, active play areas, wilderness areas and much more. The design provides activities for visitors of all ages.



Veterans Memorial Park Master Plan

City of Cedar Park, Curt Randa, Parks and Recreation Director (512) 401-5504 curt.randa@cedarparktx.us

Cost: estimated \$2.6M Completed: tbd

BWM Group and the Cedar Park community envisioned and designed a a memorial space for their war veterans. The 47 acre park includes a memorial, amphitheater, playground, dog park, pavilion with rest rooms, tennis courts, basketball courts and open play fields. The Veterans Memorial beckons the visitor up to the memorial space perched on a 12 foot high knoll. The plaza includes a statue, seating, flags and bronze military service seals representing the 6 armed services divisions: Army, Navy, Air Force, Marines, Coast Guard, and Merchant Marines.

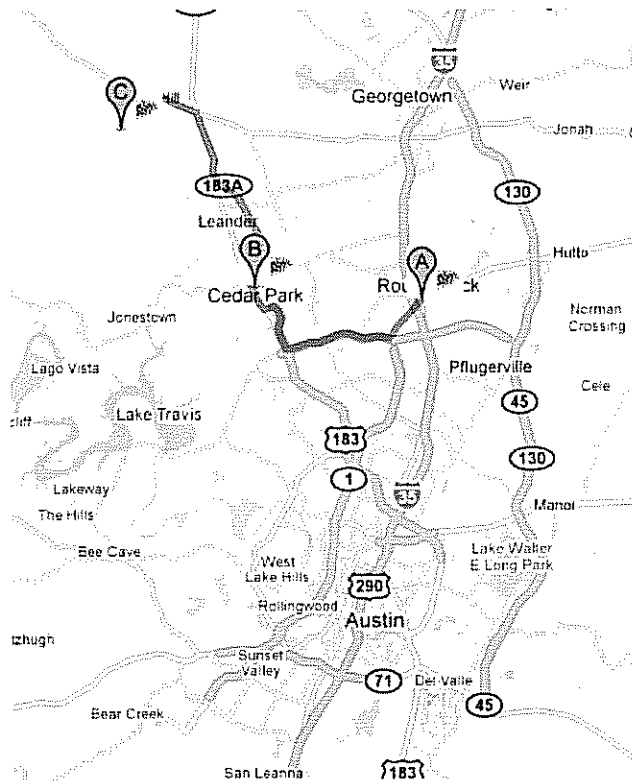


"Their staff is made up of people with a high level of integrity; they do what they say they're going to do and they look for ways to work within the ordinances versus trying to find ways around them."

Rick Atkins, Parks and Recreation Director
City of Round Rock
(512) 341-3344

GEOGRAPHIC PROXIMITY

Located in downtown historic Round Rock, BWM Group is 13 miles from the Williamson County Parks Department and 29 miles from the Williams Tract. In less than 1 hour BWM staff can be in the County's office or even on-site. Furthermore, the majority of our firm calls Williamson County home, including both of the Principals. In addition to our professional drive to create great places, we also have the same aspiration as members of the community.



"BWM's professionals have a true interest in providing services above the norm because they care about the end result for your community."

Mike Hemker, Parks and Recreation Director
City of Hutto
(512) 759-4004

TECHNICAL CAPABILITIES

Williamson County's own BWM Group is becoming one of the Texas' leading firms in park and trail planning and design. We have developed many of the area's major trail, greenway and park projects. Our staff of nine assures that there are enough people to get the job done, but we are also small enough to ensure quality relationships with all of our clients.

The BWM team ensures that the registered professionals are the most qualified to meet the needs in the areas of environmental assessment, archeology, civil engineering and infrastructure assessment. Our team is very knowledgeable with the Texas Architectural Barriers Act and the Americans with Disabilities Act, particularly their applications to park projects. We take all necessary steps to see that the design and final construction meet and exceed all aspects of the regulations.

If the County had any reservations about BWM Group after the completion of the Brushy Creek Corridor Master Plan or Berry Springs Preserve, we proved ourselves with the successful and early completion of the Brushy Creek Trail Phase 3. Together with the County, we are proud of the quality of the trail and its unique features.

Tim Bargainer, ASLA, CLARB # 1787

Principal In Charge

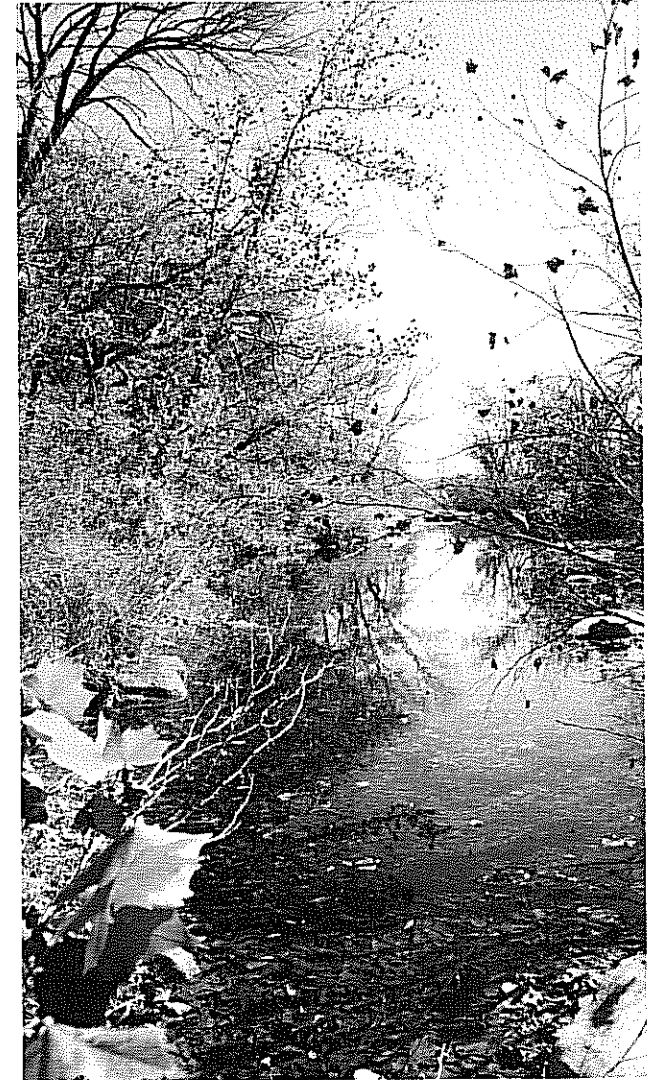
BS Landscape Architecture, Texas Tech University

For more than 15 years, Mr. Bargainer has been a visionary for regional trails and parks. His Williamson County projects – Berry Springs Park, Brushy Creek Trail and Garey Park have received award recognition. His role as public involvement facilitator was integral in the success of their design and implementation. His particular strengths include project management, visual analysis and programming, schematic design, design development, construction drawings, and extensive experience integrating state-of-the-art technology into all our endeavors.

Brian Binkowski - ASLA, Associate Principal # 1895

BS Landscape Architecture, Texas Tech University

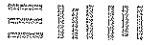
Mr. Binkowski has completed multiple park and trail projects earning his reputation for delivering on time and in budget for the past 14 years. He designed and oversaw construction of Berry Springs Park and Preserve. Most recently, Mr. Binkowski designed and managed the construction of Brushy Creek Regional Trail Phase 3 in Cedar Park, Texas, which finished ahead of schedule. His experience and focus on parks, trails and open space projects are a key asset to BWM group's success in recreational development. He has consistently led strong collaborative and communicative efforts between private and public stake holders as well as all levels of government associated with multi-jurisdictional projects.



"They achieved something better than anything we could have come up with and it was much like what we envisioned. This is a very beautiful piece of property and we want generations to come to enjoy it as much as we have."

Jack Garey
Williamson County Philanthropist

TECHNICAL CAPABILITIES



Matt Webb, AIA, Senior Project Manager, # 20695 (Moman Architecture)

BS Architecture, University of Texas at Arlington

Mr. Webb has 15 years of experience in designing community spaces. Mr. Webb is the leader at Moman Architects for educational facilities, community centers and entertainment spaces project experience. His responsibilities include design development, building code analysis, execution of construction documents, permitting, construction observation and client communication. Two of Mr. Webb's recent Williamson County projects include the Berry Springs Caretaker's Residence and the Heritage Oaks Clubhouse.

Christian Schnitger, PE, Project Manager, #84810 (SRA Design)

BS Civil Engineering, Texas A&M University

In his 17 years with SRA, Chris has gained substantial experience in the design of water and sanitary sewer lines, along with vertical and horizontal alignments of roadways. Chris brings an innovative and logical design approach to each engineering project in which he participates. With each project, he strives to provide clients with technical expertise, quality service, and attention to detail. Mr. Schnitger was the lead civil engineer for the Old settlers Park in Round Rock, Texas. He was also the designer for the Denton aquatic center for the City of Denton. Mr. Schnitger is a member of the Fort Worth Historical Commission and past Chairperson..

Paul Sunby, Senior Scientist (SWCA Environmental Consultants)

BS Geology, University of Wisconsin, Platteville
MS Coursework, Paleontology, University of New Orleans, Louisiana

Mr. Sunby is a senior scientist for the Austin Natural Resources Program. His background includes project management, consulting and field biology. He has 14 years experience in central Texas working with issues surrounding the federally endangered golden-cheeked warbler and black-capped vireo. His work has included preparation of Environmental Assessments (EA) and Habitat Conservation Plans (HCP), development of mitigation strategies, negotiations with the U.S. Fish and Wildlife Service, field surveys and endangered species habitat mapping. Specific experience includes EA/HCP, golden-cheeked warbler/black-capped vireo survey, and karst terrain feature survey on a 800-acre property in Travis County. He has also performed EA/HCP and golden-cheeked warbler surveys on 192 and 209-acre properties in Williamson County, Texas. He is an expert field ornithologist with over 30 years of birding experience.

Michael Bradle, Senior Archeologist (American Archeologist Group)

BA Museum Studies, Baylor University
BA Anthropology, Texas A&M University

Mr. Bradle has been conducting cultural resource consulting and permitting in compliance with state and federal legal requirements for development American Archaeology Group, Inc since 1982. Mr. Bradle has

conducted and participated in over 200 archaeological projects in his career and is an expert on Central Texas archaeology. From Fatal Flaw Analysis to full-scale Archeological Mitigation, Mr. Bradle provides cost-effective options for timely completion of permitting requirements.

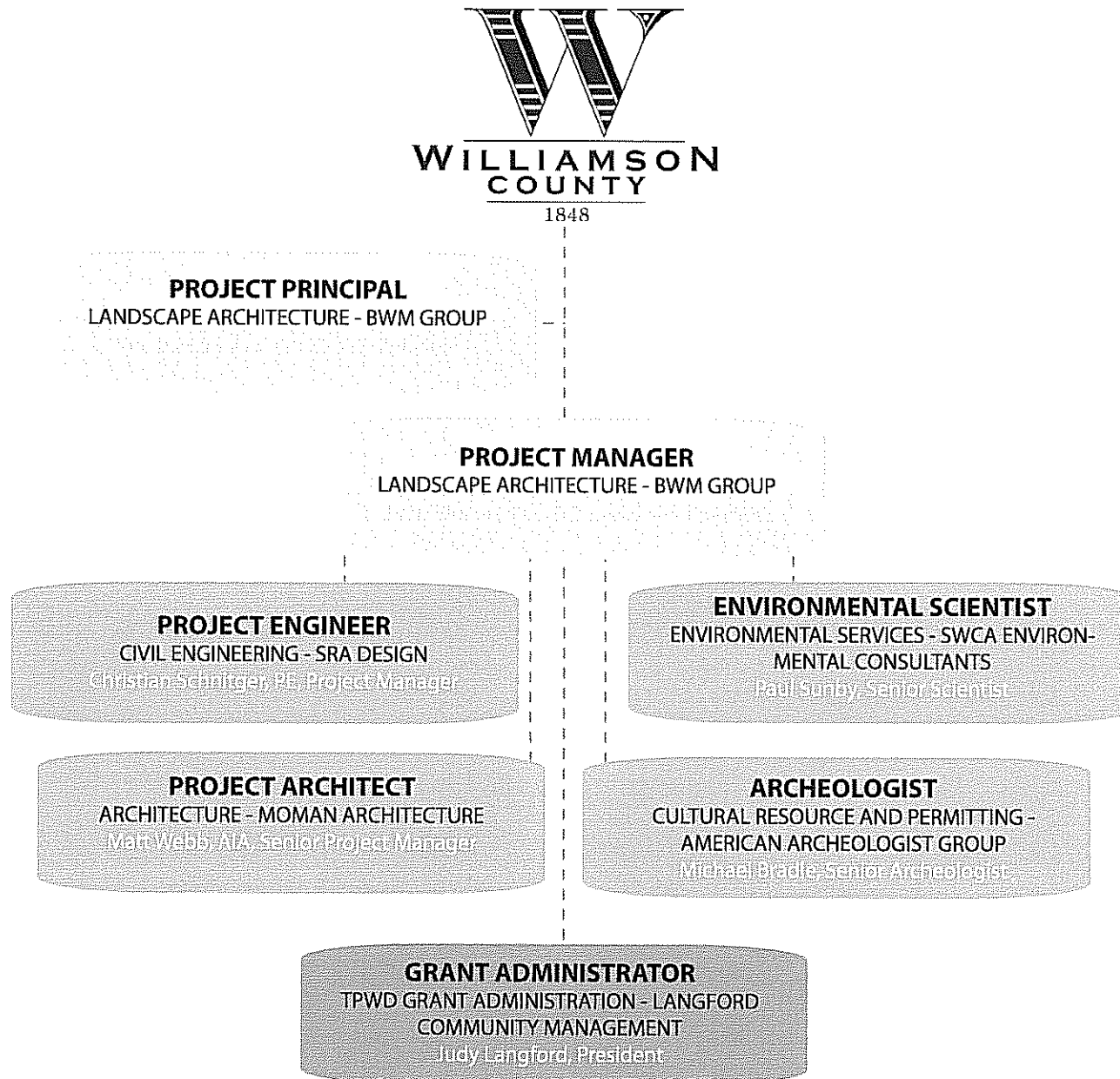
Judy Langford, President (Langford Community Management)

Bachelor of Science, University of Texas at Austin

Ms. Langford has assisted communities leverage their assets with TPWD grant funds for 19 years. As co-owner of Langford Community Management she has been an integral part of \$25 million in matching funds to help improve Texas' parks. Recently, Ms. Langford secured the grant funding for the Hutto Lake Park in Hutto, Texas. She was the key player in obtaining the Berry Springs and Brushy Creek Regional Trail TPWD grants.



ORGANIZATIONAL CHART



"Their leadership and diplomacy skills were integral to eliciting a unified vision from a diverse group of players."

Glen Holzer, Parks and Recreation Director
City of Pflugerville
(512) 251-5082

PERFORMANCE HISTORY



Kimberly Garrett, Parks & Recreation Director

City of Georgetown, Texas
(512) 930-3542
kgarrett@georgetowntx.org
Garey Park Master Plan 2005

Rick Atkins, Parks & Recreation Director

City of Round Rock, Texas
(512) 341-3344
ricka@round-rock.tx.us
Old Settlers Park Design 2009

Curt Randa, Parks & Recreation Director

City of Cedar Park, Texas
(512) 401-5504
curt.randa@cedarparktx.us
Veterans Memorial Park Design 2008

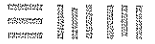
Mike Hemker, Parks & Recreation Director

City of Hutto, Texas
(512) 759-4004
mike.hemker@huttotx.gov
Hutto Lake Park Master Plan 2008
Hutto Lake Park Design 2009

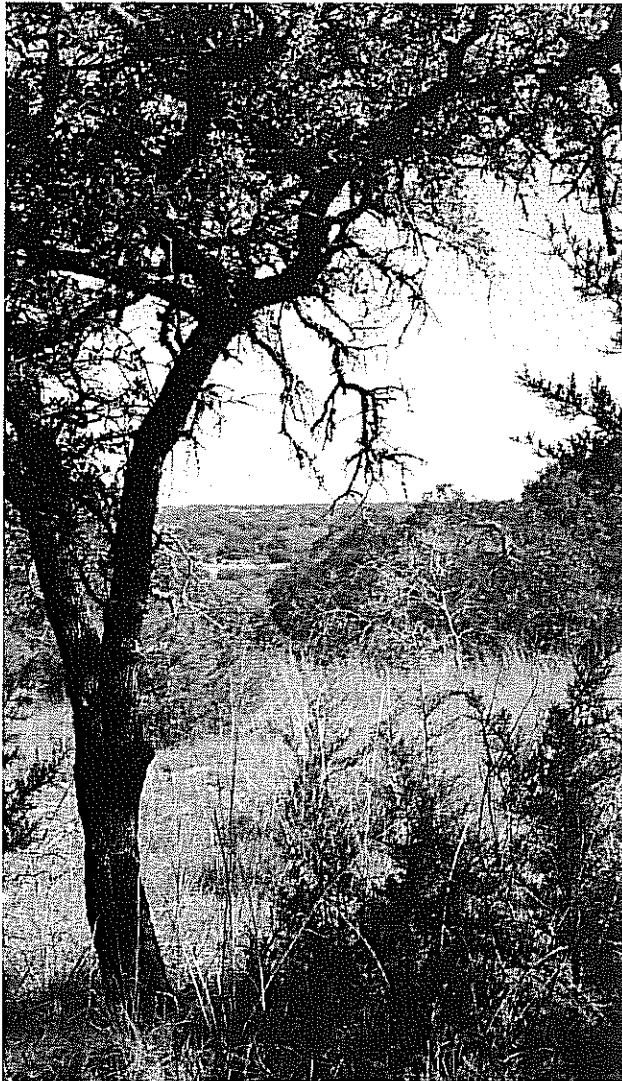


"Tim has a thorough understanding of the quality of parks that we seek from our funded projects. His work is a great example of how a sensitive natural area can both serve the public and the environment."

Tim Hogsett, Director of Grants Division
Texas Parks and Wildlife Department
(512) 389-8224



APPROACH & SCOPE



The BWM team not only understands the project goals and objectives of Williams County, but Tim and Brian were there when they were defined. Both company principals have an intimate knowledge of the historical, cultural, natural and physical character of the Williamson County hill country. The gentlemen have worked successfully with all jurisdictional entities within the project area. The team understands the opportunities and constraints necessary to master plan the park.

The BWM team intends to approach this park project plan with a commitment to communicate with the interested parties, stakeholders, and governing regulatory agencies, as directed by the County, to assure the results are action-oriented and responsive to the needs of this community. By establishing a commitment to communicate the team can mobilize regulatory support and expedite public activity and support for this project.

Throughout the project at regular intervals BWM will deliver digital data to the County to be utilized to update the County parks website so to keep stakeholders continuously informed and aware.

Geographic Information Systems (GIS)

Due to the size, scale and nature of this park we intend to utilize our geographic information systems (GIS) program to view and analyze layers of geographical data. The program will prepare the foundation of the park suitability model for location of program elements. BWM continuously updates our geospatial flood zones, hydrography, Light Detection and

Ranging (LiDAR), orthoimagery, parcels, river basins, soils, topography, vegetation, water and wastewater service areas, electric service areas and so forth with the most recent data available. Utilizing global positioning systems (GPS) we will create more detailed data for our site analysis. This information will include views, soils, vegetation, slopes, elevations, critical environmental zones and any likely significant archeological zones, to mention a few. The compiled data accompanied with data created by our design team will form the initial basis of the park plan.

Public Input

We anticipate a day long series of focus groups. Stakeholder meetings include County Commissioners, a public open house, special interest groups and county-wide municipal parks directors. For the public open house we propose to utilize geospatial layers, models and photographs of the site to allow public to show where to and where not to's. We also propose to show imagery of possible program items for red dot green dot input as well. Of course we always allow for new write-in ideas too. We will post imagery on the internet geo-coded to google earth for the County to advertise to the public to view prior to the meeting. The program will also reference the new Open Space Master Plan and its recommendations and survey data, since it is relatively fresh.

The BWM team offers a fresh approach custom tailored for the Williams tract based upon our time tested and proven park planning methodology that produced the County's award winning Berry Springs Park and Preserve and Brushy Creek Regional Trail.

Williams Tract Project Timeline	Staff							Weeks											
	Tim Bargainer	Brian Binkowski	Matt Webb	Chris Schmitger	Paul Sunby	Michael Bradle	Judy Langford	1	2	3	4	5	6	7	8	9	10	11	12
A - Data Collection & Inventory: Defining Goals								2 weeks											
Conduct a project invitation meeting with Williamson County and obtain existing information and base data and establish project goals and objectives.	✓	✓	✓	✓	✓	✓		◆											
Conduct a team site investigation trip in and around project area to determine surrounding influences and establish on site conditions critical to the projects development.	✓	✓	✓	✓	✓	✓		◆											
Research, collect and assess all city, county and surrounding communities applicable documents, as well as any applicable regulatory requirements and development standards.		✓	✓	✓	✓	✓		◆											
Research and assess surrounding land use trends, recreational trends (current and future) and demographic growth trends.		✓	✓	✓					◆										
Initiate site investigations so as to assess environmental, geological, cultural and habitat resources.		✓	✓	✓	✓	✓			◆										
Initiate and assess current floodplain and wetlands.		✓		✓	✓				◆										
B - Site Analysis Process: Revealing the Opportunities and Constraints								4 weeks											
Compile existing site data into a composite overlay of all site related data.		✓		✓				◆											
Develop a framework plan of on/off site opportunities and constraints.	✓	✓							◆										
Prepare report of preliminary findings and present to county staff to determine direction and establish governing objectives based on the findings.	✓	✓									◆								
C - Program Development: Uncovering the Community's Vision										6 weeks									
Prepare for and establish a charrette with the Parks and Recreation Director and the Conservation Foundation to begin redefining the primary goals and establishing a "Community Vision" for the Williams tract.	✓	✓	✓	✓	✓						◆								
Charrette with the Parks and Recreation Director and Conservation Foundation.	✓	✓	✓	✓	✓		✓					◆							
Establish and distribute a survey for a one day community-wide workshop for all potentially affected stakeholders with the potential to affect the success of the park project in the future.	✓	✓											◆						
Prepare for and facilitate a day long community-wide workshop.	✓	✓												◆					
Summarize findings and develop opportunities and constraints assessment.	✓	✓	✓	✓			✓								◆				
Prepare report of preliminary findings, establish "Community Vision" statement and present to county staff.	✓	✓														◆			
D - Park Master Planning Process: Reflecting the Community Vision										6 weeks									
Develop three alternative concept plans delineating overall character and image of the park based on the "Community Vision" and goals and a preliminary draft report of the master plan (50%).	✓	✓														◆			
Meet with county staff to review and refine documents.	✓	✓															◆		
Refine and prepare preliminary master plan and 75% draft report, including opinion of probable construction costs, phases, and funding strategies within the report.	✓	✓	✓	✓			✓											◆	
Present preliminary master plan and 75% draft report to the County.	✓	✓																	◆
Develop final illustrative master plan and supporting graphics, final master plan report document and completion of a digital project presentation.	✓	✓	✓	✓	✓	✓	✓												◆
Deliver all final products to Williamson County Director of Parks and Recreation.	✓	✓																	
Presentation of master plan to Commissioners Court for adoption.	✓	✓																	

CONFLICT OF INTEREST



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:

Tim Bargainer

Name of Company:

BWM Group

Date: March 10, 2009

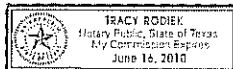
Signature of person submitting form:

Notarized:

Sworn and subscribed before me
by: Tim Bargainer

on March 10, 2009
(date)

Tracy Rodiek





Jim Rodgers
PARKS AND RECREATION DIRECTOR

Memorandum

To: Bob Space, Purchasing Director
From: **by Gary Boyd for** Jim Rodgers, Director Parks and Recreation
Date: June 23, 2009
Subject: Award of Contract for Williams Tract park concept plan – RFQ3-09

Bob,

The evaluation team reviewed the eighteen responses to the RFQ for the concept plan for the Williams Tract park site – RFQ3-09. The same team followed up by conducting interviews with the top two scoring firms from the desk review. The team is recommending award of the contract to the firm of BWM Group in the NTE amount of \$65,000. They meet all requirements of the RFQ including history, references and technical considerations and we have seen examples of their work with the regional trail and Berry Springs Park and Preserve. They also have a very good completion record. The references given had nothing but praise for their work.

The evaluation matrix is attached to this memo. Please thank Jonathan & Patrick for all of their help and should you need any further information please let me know.



WILLIAMSON COUNTY

512.260.4263 Fax 512.260.4284
jrodgers@wilco.org www.wilco.org
350 Discovery Blvd., Suite 207
Cedar Park, Texas 78613

BYERS' HOUSE REPAIRS

Commissioners Court - Regular Session

Date: 06/30/2009

Submitted By: Patrick Strittmatter, Purchasing

Submitted For: Gary Boyd

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Bid # 09WC718, BYERS' HOUSE REPAIRS, to the lowest and best bidder meeting specifications, Piatra, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Piatra Bid](#)Link: [Bid Tabulation](#)Link: [Recommendation Letter](#)Link: [Bid Evaluation](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/23/2009 02:14 PM

Final Approval Date: 06/23/2009

WILLIAMSON COUNTY BID FORM

ORIGINAL

BYERS' HOUSE REPAIRS

BID NUMBER: 09WC718

NAME OF BIDDER: _____ PIATRA INC. _____

Mailing Address: _____ P.O. BOX 9593 _____

City: _____ AUSTIN _____ State: _____ TX _____ Zip: _____ 78766 _____

Email Address: _____ MGLASS@PIATRAINCOM _____

Telephone: (_512_) _299.0404 _____ Fax: (_512_) _371.7476 _____

Mobile Phone: (_512_) _299.0404 _____

Total Job Price: _____ \$ 8,874.00 _____

Number of Days for Completion: _____ 15 DAYS _____

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

 _____ Date of BID: _____ 6/17/09 _____
Signature of Person Authorized to Sign BID

Printed Name and Title of Signer: _____ MIRELA IVAN GLASS / PRESIDENT _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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



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:

MIRELA IVAN GLASS

Name of Company:

PIATRA INC.

Date:

6/17/2009

Signature of person submitting form:

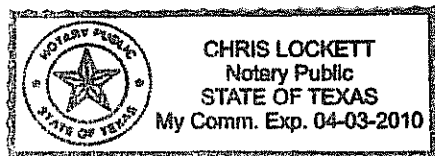
Mirela Ivan Glass

Notarized:

Sworn and subscribed before me

by: Mirela Ivan Glass

on 6/16/09
(date)



PIATRA INC.

Concrete, Masonry and Fencing Professionals

CLIENT REFERENCES

- | | | |
|-----------------------|------------------------------------|---------------------------|
| 1. Company's Name | Austin Housing Finance Corporation | |
| Name of Contact | Marianne Ouren / Arlie Williams | |
| Title of Contact | Project Manager | |
| Present Address | 1000 East 11 th St | |
| City, State, Zip Code | Austin, TX 78702 | |
| Telephone Number | (512) 974.3189 | Fax Number (512) 974.3152 |

- | | | |
|-----------------------|---|-----------------------------|
| 2. Company's Name | Capital Metropolitan Transportation Authority | |
| Name of Contact | Mr. Pete Solis | |
| Title of Contact | Building Maintenance Supervisor | |
| Present Address | 2910 East 5th Street | |
| City, State, Zip Code | Austin, Texas 78702 | |
| Telephone Number | (512) 791.5305 | Fax Number (512) 360.6065 |

- | | | |
|-----------------------|-------------------|---------------------------|
| 3. Company's Name | Roscoe Management | |
| Name of Contact | Derek Woods | |
| Title of Contact | Project Manager | |
| Present Address | 602 W 7th St # C | |
| City, State, Zip Code | Austin, TX 78701 | |
| Telephone Number | (512) 480.9886 | Fax Number (512) 480.9886 |

- | | | |
|-----------------------|---------------------------------------|---------------------------|
| 4. Company's Name | Alliance Association Management, Inc. | |
| Name of Contact | Sophia Lyons | |
| Title of Contact | Community Manager | |
| Present Address | 115 Wild Basin, Suite 308 | |
| City, State, Zip Code | Austin, TX 78746 | |
| Telephone Number | (512) 347.2871 | Fax Number (512) 328.6178 |

PIATRA INC.

P.O. BOX 9593 • AUSTIN • TX • 78766

TEL: 512.299.0404 • FAX: 512.371.7476 • info@piatrainc.com

WILLIAMSON COUNTY

BID TABULATION

**** BYERS' HOUSE REPAIRS ****

June 17, 2009, 2:00pm

BID NUMBER: 09WC718

NAME OF BIDDER	TOTAL BID PRICE
1. Dlatra Inc	8,874.00
2. Paradigm Contracting	18,117.00
3. State Federal Contractors	12,780.00
4. A&F Associates	20,900.00
5. Craft Corps	24,928.00
6. J.B. Services Unlimited	27,800.00
7.	
8. Acuirre's Construction	29,700.00
9. Was stamped + received late at 3:51pm	
10. (Bid is rejected)	
11.	
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Jim Rodgers
PARKS AND RECREATION DIRECTOR

Memorandum

To: Bob Space, Purchasing Director
From: Jim Rodgers, Director Parks and Recreation
Date: June 18, 2009
Subject: Award of Bid Byers' House Repairs – Bid Number 09WC718

Bob,

I have evaluated the six responses to our Byers' House Repairs – Bid Number 09WC718. I am recommending award of bid to the low bid Piatra, Inc. in the amount of \$8,874. Not only are they the low bid and meet all other requirements but we have seen examples of their work along the regional trail working as a sub contractor. They also have a very good completion timeframe of 15 days. We also checked the references given and both we were able to contact had nothing but praise for their work.

The evaluation matrix is attached to this memo. Please thank Jonathon & Patrick for all of their help and should you need any further information please let me know.



WILLIAMSON COUNTY

512.260.4263 Fax 512.260.4284
jrodgers@wilco.org www.wilco.org
350 Discovery Blvd., Suite 207
Cedar Park, Texas 78613

Bidder	Amount	Days to complete	
Paradigm Contracting	\$18,117	15	
State Federal Contractors	\$12,780	18	
A & F Associates	\$20,900	45	
Piatra	\$8,874	15	Award
Craftcorps	\$24,928	18	
J. B. Services Unlimited	\$27,800	20	

Public Safety Technology Program
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Bill Weaver
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of August 12, 2009 at 2:00pm in the Purchasing Department to receive proposals for Public Safety Technology Program for CAD, MDCS/AVL, LERMS/FBR and FRMS Data Consolidation, Proposal #09WCP817.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 06/25/2009 10:40 AM
Final Approval Date: 06/25/2009

Letter of Agreement with TexHealth Central Texas Inc.
Commissioners Court - Regular Session

Date: 06/30/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Letter of Agreement with TexHealth Central Texas, Inc. for participation in the Central Texas Regional Health Coverage Project.

Background

This item was Item #24 on the June 23rd Agenda and was tabled by the court.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 06/26/2009 11:28 AM
Final Approval Date: 06/26/2009

Development Agreement between Avery Centre DevCo, Inc., RDW Holdings, Inc. d/b/a Waterstone Development Group and Williamson County.

Commissioners Court - Regular Session

Date: 06/30/2009

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding the FM 1460 Development Agreement between Avery Centre DevCo, Inc., RDW Holdings, Inc. d/b/a Waterstone Development Group and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [FM 1460 Development Agreement](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 06/26/2009 01:18 PM

Final Approval Date: 06/26/2009

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is by and among the undersigned Avery Centre DevCo, Inc., a Texas Corporation ("DevCo" and "Owner"), RDW Holdings, Inc., d/b/a Waterstone Development Group ("RDW" and "Developer") and Williamson County, a political subdivision of the State of Texas (the "County"), on this _____ day of _____, 2009.

on assigns, RDW

RECITALS:

WHEREAS, DevCo ("Owner") is the Owner, and RDW ("Developer") is the developer, of the Property attached as **Exhibit A** planned to be developed as a master-planned community or other development (the "Development"); and

WHEREAS, the Developer, the City of Round Rock and the County are interested in co-operating with the Texas Department of Transportation ("TxDOT") in the widening and expansion of FM 1460 from Old Settlers Boulevard to approximately 1000' north of University Boulevard (the "1460 Project"); and

WHEREAS, Owner, as part of this Agreement has asked the Commissioner's Court of Williamson County to create of the **Avery Centre Road District No.1** and the **Avery Centre Road District No. 2** (together the "Districts"); and

WHEREAS, as consideration for the creation of the Districts, Developer agrees to participate in the funding of the FM 1460 Project as described below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the undersigned Owner and Developer covenants and agrees as follows:

1. **Dedication of Land / Acquisition of Right-of-Way.** Owner and Developer have dedicated or will cause to be dedicated in fee simple to TxDOT the necessary right-of-way, utility easements and other related easements for the FM 1460 Project.

1.1. *Road Design Standards.* FM 1460 shall be designed to TxDOT standards. All other regional collector roads that are subject to reimbursement under this Agreement shall, to the extent governed by the City of Round Rock's ordinances and regulations in effect at the time of submission for approval, be constructed in accordance with such ordinances and regulations.

1.2. *Water Quality / Detention Ponds / Drainage Easements.* Owner and Developer agree to dedicate all necessary easements for the construction and maintenance of water quality / detention ponds and drainage easements necessary to serve the roads constructed under this Agreement.

1.3. *Acquisition of Right-of-Way and Easements.* Developer shall be responsible for the acquisition of all right-of-way and utility relocation easements needed for FM1460 Project, except for the property owned by Tera Vista Development. The Tera Vista right-of-way costs, however, are included in the FM 1460 Project Costs as stated in Section 4, below.

2. **Road Districts.**

2.1. The Road Improvements. The road improvements shall consist of widening and expanding FM 1460 to a four (4) lane divided arterial from the northern right-of-way of Old Settlers Blvd. to approximately 1000' north of University Blvd., and (b) all Residential Collector Roads within the Districts, all as shown on **Exhibit B** (collectively the "Road Improvements"). The Residential Collector Road Improvements include all grading and paving improvements as well as irrigation, landscaping, fencing, walls, and drainage facilities, including detention and water quality ponds. The Residential Collector Road Improvements shall also include all engineering, legal, financing related to the Road Improvements (including developer interest, capitalized interest on the bonds, and normal issuance costs) or other expenses incident to the construction of the road and associated work.

2.2. Purpose. The property that is to be included in the Districts is described in **Exhibit A** (the "Property"). The Districts shall be responsible for the levying of ad valorem taxes on the Property in accordance with Chapter 257 of the Texas Transportation Code, as amended, with the limitation that the purpose of the Districts is to issue bonds to reimburse Owner and Developer for all design and construction costs of the public Road Improvements as further provided in the Order of the County creating the Districts to the extent mentioned therein.

2.3. Time and Amount of Reimbursement. Each District agrees to use its best efforts to sell bonds for the improvements, but cannot guarantee the sale thereof and will not be obligated to offer the bonds for sale in contravention of any laws of the State of Texas. Within forty-five (45) days of the Districts' receipt of the proceeds of the bonds to finance the acquisition of the Road Improvements, the Districts shall reimburse Owner and Developer, as provided above. It is specifically understood and agreed by the parties that the issuance of bonds to acquire such Road Improvements will most likely be accomplished through a series of bond sales over time. The Districts' financial advisor shall advise the Districts as to the amount of bonds that can be prudently sold from time to time. No bonds shall be issued, when taken together with any other County debt issued pursuant to Article III, Section 52, in an amount exceeding 25% of the total assessed value of real property in the Districts.

2.4. Conditions to Reimbursement. The Districts obligation to issue the bonds and to reimburse Owner and Developer for funds advanced for the Road Improvements shall be subject to the following:

- a. No bonds will be issued until the Districts receive the recommendation of their financial advisor that the sale and amount of each particular bond issue is feasible and prudent based upon a number of considerations including the overlapping tax rate, tax collections history, percentage of collections, and assessed valuation to debt;
- b. Developer and Owner agree not to request the issuance of indebtedness by any District until such time as the assessed value of the land in the Districts is such that the proposed debt amount (when aggregated with all other outstanding debt of the respective Districts proposing to issue bonds) is twelve and one-half percent (12.5%) or less of such assessed value of land and improvements in the Districts;
- c. Owner shall, at its expense, submit to the District for which the issuance of bonds is requested, a market study, in a form acceptable to the County, prepared by a recognized feasibility consultant illustrating the demand for and feasibility of the type of development contemplated and/or underway within such District unless either District merits its own investment grade or better bond rating;
- d. Construction of the Residential Collector Road Improvements will be carried out through the award of contracts in substantial conformity with the bid procedure applicable to the County, and performed in accordance with the road standards and rules of the City;
- e. The construction contract for the Residential Collector Road Improvements will be approved by the Commissioner's Court of the County;
- f. Receipt of a bona fide bid or commitment to purchase the bonds;
- g. Approval of the bonds by the Attorney General of the State of Texas and registration of the bonds by the Comptroller of Public Accounts of the State of Texas;

- h. The Districts shall not be obligated to consider the issuance of bonds in an amount less than \$1,000,000.00; and
- i. Owner is current on all taxes, fees and obligations to the Districts and no additional District bonds will be issued if any outstanding bonds are in default or reserve funds have been drawn down and not replenished.
- j. NO DISTRICT DEBT SHALL BE ISSUED UNLESS AND UNTIL DEVELOPER IS IN FULL COMPLIANCE WITH SECTION 5 HEREIN, WHICH REQUIRES DEVELOPER TO FUND FIFTY (50%) PERCENT OF ALL FM 1460 PROJECT COSTS, AS HEREIN DEFINED, OVER AND ABOVE TEN MILLION DOLLARS (\$10,000,000), INCLUDING ALL COSTS OF RIGHT-OF-WAY ACQUISITIONS AND UTILITY RELOCATIONS. IN NO EVENT, HOWEVER, SHALL THE DEVELOPER BE REQUIRED TO PAY MORE THAN FIVE MILLION DOLLARS (\$5,000,000).
- k. ANY AND ALL DEBT ISSUED BY THE DISTRICTS SHALL BE SOLELY A DEBT OF THE DISTRICTS AND SHALL NOT BE AN OBLIGATION OF WILLIAMSON COUNTY OR THE CITY OF ROUND ROCK.

The bonds shall be offered on terms and conditions generally accepted in the bond market for similar types of obligations and at a net effective interest rate, taking into consideration any discount or premium, not to exceed two percent above the highest average interest rate reported by the "Bond Buyers" Index of 20 Municipal Bonds during the one month preceding the bond sale. The Districts shall not be obligated to sell or issue any amount of bonds in excess of the amount then recommended by the Districts' financial advisor. Each bond issue will fund a reserve fund to the maximum extent permitted by federal and state tax law unless determined unnecessary by the financial advisor.

3. **Design and Construction of FM 1460 Project.** TxDOT shall be responsible for the design and construction of the FM 1460 Project. TxDOT has or will enter into an Advanced Funding Agreement with the City of Round Rock which will require TxDOT to fund up to \$10,000,000 of the FM 1460 Project and for the City of Round Rock to be responsible for the remaining Project Costs. As outlined herein, the City of Round Rock, the Developer and Williamson County will participate in the funding of the balance of Project Costs.

4. **FM 1460 Project Costs.** Project Costs shall include, but not be limited to, all costs of design, engineering and surveying, material, labor, grading, paving, drainage, erosion

control, right-of-way acquisition costs, utility relocation costs and other costs related to the FM 1460 Project. (the "Project Costs").

5. **Project Costs to be Funded by Developer.** Developer shall be responsible for funding fifty (50%) percent of all Project Costs over and above Ten Million and No/100 Dollars (\$10,000,000), but in no event shall Developer be required to pay more than Five Million and no/100 Dollars (\$5,000,000). Terms and conditions of said payment shall be as stated in a separate Development Agreement between the Developer and the City of Round Rock.

6. **Project Costs to be Funded by County and City.** The City and County, through an Interlocal Agreement, will commit to share equally the remaining fifty (50%) of the Project Costs over and above the Ten Million Dollars remitted by the State and the above-described developer participation.

7. **Regional Collector Road Project Costs to be Funded by the Developer.** Owner shall promptly pay the costs of the Regional Collector Road Improvements as the same become due, including, without limitation, all "soft" and "hard" costs of the design, engineering, permitting, and materials, labor, construction and inspection arising in connection with the Regional Collector Road Improvements; all payments arising under any contracts entered into for the construction of the Regional Collector Road Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, required as a part of the construction of the Road Improvements. Neither the Districts, the City of Round Rock nor Williamson County shall be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Regional Collector Road Improvements, but shall only be obligated to reimburse Owner through the Districts in the manner and to the extent provided in Section 2 of this Agreement.

8. **Indemnity.** Owner and Developer shall indemnify and hold Williamson County, the City of Round Rock and the Districts harmless from and against all losses, costs, damages, expenses and liabilities (herein collectively referred to as "*Losses*") of whatsoever nature, including, but not limited to, attorney's fees, costs of litigation, court costs, amounts paid in settlement and amounts paid to discharge judgments relating to any claim, lawsuit, cause of action or other legal action or proceeding brought against Williamson County, the City of Round Rock or the Districts or to which Williamson County, the City of Round Rock or the Districts may be party, even if groundless, false or fraudulent, directly, or indirectly resulting from, arising out of or relating to the acquisition, purchase or construction of the Improvements. In the event of any actions brought against Williamson County, the City of Round Rock or the Districts in which indemnification by Owner and Developer is applicable, Williamson County, the City of Round Rock or the Districts shall promptly give written notice to Owner and Developer, and Owner and Developer shall assume the investigation and defense of such action, including the employment of counsel and the payment of all expenses. Williamson County, the City of Round Rock or the Districts shall have the right, at its expense, to employ separate

counsel and to participate in the investigation and defense of any such action. Owner and Developer shall not be liable for the settlement of any such action made by Williamson County, the City of Round Rock or the Districts without the consent of Owner and Developer; provided, however, that in the event of any settlement entered into with the consent of Owner and Developer of any final judgment for a plaintiff in any such action, Owner and Developer shall indemnify and hold Williamson County, the City of Round Rock or the Districts harmless from and against any losses incurred by reason of such settlement or judgment. The expiration of the terms of this Agreement shall not relieve Owner and Developer from any liability initiated hereunder arising prior to the expiration of this Agreement. Provided, however, this indemnification shall expire and terminate two (2) years after the later to occur of (i) the Improvements have been accepted for maintenance by the applicable governmental authority, or (ii) Owner and Developer shall have received final reimbursement from the Districts for the costs of Improvements.

9. **Continuing Securities Disclosures.** If requested by the County, Owner and Developer agrees to provide periodic information and notices of material events regarding Owner's development within the Districts in accordance with the Securities and Exchange Commission Rule 15c2-12.

10. **Notice of Districts.** Owner covenants to provide notice to anyone that purchases land within the Districts of its existence and ability to issue bonds (similar to the notice given regarding the existence of municipal utility districts).

11. **Violation of this Agreement.** In the event that Owner, Developer, or their respective successors or assigns fail to abide by the terms of this Agreement, a copy of this Agreement and evidence of violation of this Agreement shall be sufficient evidence and confession of judgment at an injunction hearing. Additionally, if Owner, or Developer, or their respective successors or assigns fail to substantially abide by the terms of this Agreement, the County reserves the option to terminate this Agreement, after providing to Owner and Developer, or their respective successors or assigns thirty (30) days prior written notice of the above-described failure and an opportunity to cure such failure within such 30 day period.

12. **Consents.** DevCo, the present owner of portions of the Districts' Property, consents to the execution of this Agreement. Subject to all legal requirements, the County consents to the creation of the Districts.

14. **Notice.** Except as otherwise provided to the contrary herein, any notice, request, demand, statement or consent give or made hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested and shall be deemed given when postmarked and addressed as follows:

If to the County:	Williamson County
	ATTN: County Judge
	710 Main Street, Suite 210

Georgetown, Texas 78626

With copy to: Jana Duty
County Attorney
Williamson County
Georgetown, Texas, 78628
Phone: 512 / 943-1111

If to Developer: RDW Holdings, Inc.
Attn: Robert D. Wunsch
4314 W. Braker Lane, Suite 250
Austin, Texas 78759
512 / 381-1280

With copy to: J. Winston Chapman, Jr.
Rash Chapman Schreiber & Porter, LLP
2112 Rio Grande
Austin, Texas 78705
512 / 477-7543

If to Owner: Avery Centre DevCo., Inc.
C/O John S. Avery
400 E. Main Street
Round Rock, Texas 78664

With copy to: Charles N. Avery, III
400 E. Main Street
Round Rock, Texas 78664

Any party may designate a change of address by notice to the other parties, given at least fifteen (15) days before such change of address is to become effective. The foregoing notwithstanding any notice hereunder shall be effective when actually received by the party to whom such notice is being sent.

13. **Miscellaneous.**

(a) **Texas Law to Apply.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THE CONTRACT ARE PERFORMABLE IN WILLIAMSON COUNTY, TEXAS.

(b) Assignment; Parties Bound. This Agreement may be assigned by Owner only with the prior written approval of the County, which approval will not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns.

(c) Authority. The County represents and warrants to Developer and Owner that it is duly authorized and empowered to enter into this Agreement. Each Developer and Owner represents and warrants to the County that it has the requisite authority to enter into this Agreement. Each signatory to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the party for whom such person is signing.

(d) Force Majeure. Owner, Developer and the County agree that the obligations of each party shall be subject to events of force majeure such as natural calamity, strike, and acts of God.

(e) No Partnership. Owner, Developer, City and County are not partners or joint venturers. In no event will any of the parties hereto be liable or responsible for any contractual, tortuous, or other liability, obligation, or debt of any other party, whether a party to this Agreement or otherwise.

(f) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

(g) Gender. Words of any gender used in this Agreement shall be held to include the plural, and vice versa, unless the context requires otherwise.

(h) Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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EXECUTED EFFECTIVE _____, 2009.

Owner:

AVERY CENTRE DEVCO, INC.,
a Texas corporation

W/S

By: _____

John S. Avery, President

Developer:

RDW HOLDINGS, INC.

By: _____

Robert D. Wunsch, President

County:

Williamson County, Texas

By: _____

(Print Name): _____

(Title): _____